

IMPORTANT NOTICE

NOT FOR DISTRIBUTION DIRECTLY OR INDIRECTLY IN OR INTO THE UNITED STATES OR TO A U.S. PERSON.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached base offering circular (the "**Base Offering Circular**") and you are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the Base Offering Circular. In accessing the Base Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access. You acknowledge that this electronic transmission and the delivery of the Base Offering Circular is confidential and intended only for you and **you agree you will not forward, reproduce or publish this electronic transmission or the Base Offering Circular to any other person.**

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE OR SOLICITATION IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES DESCRIBED IN THE BASE OFFERING CIRCULAR HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE U.S. AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")), OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE BASE OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE BASE OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Any securities described in the Base Offering Circular which do not constitute "alternative finance investment bonds" ("AFIBs") within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2010 will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000, as amended (the "FSMA")) which has not been authorised, recognised or otherwise approved by the United Kingdom Financial Conduct Authority. Accordingly, the securities must not be marketed in the United Kingdom to the general public and the Base Offering Circular is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of the Base Offering Circular, any Pricing Supplement (as defined herein) and any other marketing materials relating to the securities is being addressed to, or directed at: (A) if the distribution of the securities (whether or not such securities are AFIBs) is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons outside the United Kingdom; (ii) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Financial Promotion Order**"); (iii) persons falling within any of the categories of persons described in Article 49 (high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (iv) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the securities are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons outside the United Kingdom; (ii) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "**Promotion of CISs Order**"); (iii) persons falling within any of the categories of person described in Article 22 (high net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order;

and (iv) any other person to whom it may otherwise lawfully be promoted (all such persons together being referred to as "**relevant persons**"). Persons of any other description in the United Kingdom may not receive and should not act or rely on the Base Offering Circular, any Pricing Supplement or any other marketing materials in relation to any securities described herein.

Confirmation of your representation: By accessing the Base Offering Circular you confirm to PNC Investments LLC (the "**Obligor**" or "**PNCI**"), to Sobha Sukuk I Holding Limited (in its capacities as issuer of the securities and as trustee for the holders of the securities, the "**Trustee**") and to each of Abu Dhabi Commercial Bank PJSC, Abu Dhabi Islamic Bank PJSC, Arqaam Capital Limited, Dubai Islamic Bank PJSC, Emirates NBD Bank PJSC, J.P. Morgan Securities plc, Mashreqbank psc (acting through its Islamic Banking Division), The National Bank of Ras Al-Khaimah (P.S.C.), Sharjah Islamic Bank PJSC, Standard Chartered Bank and Warba Bank K.S.C.P. (the "**Arrangers**") and to each of Abu Dhabi Commercial Bank PJSC, Abu Dhabi Islamic Bank PJSC, Arqaam Capital Limited, Dubai Islamic Bank PJSC, Emirates NBD Bank PJSC, J.P. Morgan Securities plc, Mashreqbank psc (acting through its Islamic Banking Division), The National Bank of Ras Al-Khaimah (P.S.C.), Sharjah Islamic Bank PJSC, Standard Chartered Bank and Warba Bank K.S.C.P. and any other dealers appointed under the Programme (as defined herein) from time to time by the Obligor and the Trustee, which appointment may be for a specific issue of securities or on an ongoing basis (together, the "**Dealers**") that: (i) you understand and agree to the terms set out herein; (ii) you are a relevant person; (iii) you are not a U.S. person (within the meaning of Regulation S), or acting for the account or benefit of a U.S. person, and, to the extent that you purchase the securities described herein, you will be doing so pursuant to Regulation S, and that the electronic mail address that you have given is not located in the United States (including any state of the United States and the District of Columbia), its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands); (iv) you are a person who is permitted under applicable law and regulation to receive the Base Offering Circular; (v) you consent to delivery of such Base Offering Circular and any supplements thereto by electronic transmission; (vi) you will not transmit the Base Offering Circular (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person; and (vii) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation, *Shari'a* or other economic considerations with respect to your decision to subscribe or purchase any of the securities.

You are reminded that the Base Offering Circular has been delivered to you on the basis that you are a person into whose possession the Base Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver or disclose the contents of the Base Offering Circular to any other person. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

The Base Offering Circular does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that an offering of securities described herein be made by a licensed broker or dealer and the Arrangers and the Dealers or any affiliate of the Arrangers or the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Arranger or Dealer or such affiliate on behalf of the Obligor, the Trustee or holders of the applicable securities in such jurisdiction.

Recipients of the Base Offering Circular who intend to subscribe for or purchase the securities described herein are reminded that any subscription or purchase may only be made on the basis of the information contained in the Base Offering Circular, the applicable Pricing Supplement and/or supplement(s) to the Base Offering Circular (if any).

The distribution of the Base Offering Circular in certain jurisdictions may be restricted by law. Persons into whose possession the Base Offering Circular comes are required by the Obligor, the Trustee, the Arrangers and the Dealers to inform themselves about, and to observe, any such restrictions.

The Base Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Obligor, the Trustee, the Arrangers nor the Dealers nor any person who controls them nor any director, officer, employee nor agent of them or any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Base Offering Circular distributed to you in electronic format and the hard copy version available to you on request from the Obligor, the Trustee, the Arrangers and the Dealers. Please ensure that your copy is complete. Any reply e-

mail communications, including those you generate by using the "reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

Each of the Arrangers and the Dealers are acting exclusively for the Obligor and the Trustee and no one else in connection with any offer of the securities described in the Base Offering Circular. They will not regard any other person (whether or not a recipient of the Base Offering Circular) as their client in relation to any offer of the securities described in the Base Offering Circular and will not be responsible to anyone other than the Obligor and the Trustee for providing the protections afforded to their clients nor for giving advice in relation to any offer of the securities described in the Base Offering Circular or any transaction or arrangement referred to herein.

Base Offering Circular

SOBHA REALTY

SOBHA SUKUK I HOLDING LIMITED

(incorporated as a prescribed company with limited liability in the Dubai International Financial Centre)

U.S.\$1,500,000,000 Trust Certificate Issuance Programme

Under the U.S.\$1,500,000,000 trust certificate issuance programme described in this Base Offering Circular (the "**Programme**"), Sobha Sukuk I Holding Limited (in its capacities as issuer of the Trust Certificates (as defined below) and trustee for the Certificateholders (as defined below) (the "**Trustee**")), subject to compliance with all relevant laws, regulations and directives, may from time to time issue trust certificates (the "**Trust Certificates**") in any currency agreed between the Trustee and the relevant Dealer(s) (as defined below). Trust Certificates may only be issued in registered form. The maximum aggregate face amount of all Trust Certificates from time to time outstanding under the Programme will not exceed U.S.\$1,500,000,000 (or its equivalent in other currencies, calculated as provided for in the Dealer Agreement described herein), subject to increase as described herein.

The Trust Certificates may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Trustee (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Base Offering Circular to the relevant Dealer(s) shall, in the case of an issue of Trust Certificates being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Trust Certificates.

The Trust Certificates will be limited recourse obligations of the Trustee. An investment in Trust Certificates issued under the Programme involves certain risks. For a discussion of these risks, see "*Risk Factors*".

Each Tranche (as defined herein) of Trust Certificates issued under the Programme will be constituted by: (i) a master declaration of trust (the "**Master Declaration of Trust**") dated 9 May 2025 entered into between the Trustee, PNC Investments LLC (the "**Obligor**" or "**PNCI**") and The Law Debenture Trust Corporation p.l.c. as delegate of the Trustee (in such capacity, the "**Delegate**"); and (ii) a supplemental declaration of trust (the "**Supplemental Declaration of Trust**") and, together with the Master Declaration of Trust, the "**Declaration of Trust**") in relation to the relevant Tranche. Trust Certificates of each Series (as defined herein) confer on the holders of the Trust Certificates from time to time (the "**Certificateholders**") the right to receive certain payments (as more particularly described herein) arising from the assets of a trust declared by the Trustee in relation to the relevant Series (the "**Trust**") over the relevant Trust Assets (as defined herein).

Application has been made to the London Stock Exchange plc (the "**London Stock Exchange**") for Trust Certificates issued under the Programme during the period of 12 months from the date of this Base Offering Circular to be admitted to the London Stock Exchange's International Securities Market (the "**ISM**"). The ISM is not a United Kingdom ("**UK**") regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MIFIR**"). This Base Offering Circular does not comprise a prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129 as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK Prospectus Regulation**").

The ISM is a market designated for professional investors. Trust Certificates admitted to trading on the ISM are not admitted to the Official List of the UK Financial Conduct Authority. The London Stock Exchange has not approved or verified the contents of this Base Offering Circular.

This Base Offering Circular has been approved by the Dubai Financial Services Authority (the "**DFSA**") under the DFSA's Markets Rule 2.6 and is therefore an Approved Prospectus for the purposes of Article 14 of the DFSA's Markets Law 2012. Application has also been made to the DFSA for certain Trust Certificates issued under the Programme during the period of 12 months from the date of this Base Offering Circular to be admitted to the official list of securities maintained by the DFSA (the "**DFSA Official List**") and to Nasdaq Dubai for admission to trading on Nasdaq Dubai.

The DFSA does not accept any responsibility for the content of the information included in this Base Offering Circular, including the accuracy or completeness of such information. The liability for the content of this Base Offering Circular lies with the Trustee and the Obligor. The DFSA has also not assessed the suitability of the Trust Certificates issued under the Programme to any particular investor or type of investor and has not determined whether they are *Sharia* compliant. If you do not understand the contents of this Base Offering Circular or are unsure whether the Trust Certificates issued under this Base Offering Circular are suitable for your individual investment objectives and circumstances, you should consult an authorised financial adviser.

References in this Base Offering Circular to Trust Certificates being "**admitted to trading**" (and all related references) shall mean that such Trust Certificates have been admitted to trading on the ISM and/or Nasdaq Dubai so far as the context permits. References in this Base Offering Circular to Trust Certificates being "**listed**" (and all related references) shall mean that such Trust Certificates have been admitted to the DFSA Official List.

The Programme provides that Trust Certificates may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Trustee, PNCI and the relevant Dealer(s). However, unlisted Trust Certificates may also be issued pursuant to the Programme. The applicable Pricing Supplement relating to the relevant Tranche (the "**applicable Pricing Supplement**" or "**Pricing Supplement**") in respect of the issue of any Trust Certificates will specify whether or not such Trust Certificates will be: (a) admitted to trading on the ISM and/or Nasdaq Dubai (or any other stock exchange); and (b) in the case of Trust Certificates admitted to trading on Nasdaq Dubai only, listed on the DFSA Official List.

The Trust Certificates will be delisted from the ISM, the DFSA Official List and/or any other or further stock exchanges or markets on which the Trust Certificates have been listed following the occurrence of either: (i) a Tangibility Event (as defined herein), see Condition 11.6 (*Capital Distributions of Trust – Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*); or (ii) a Total Loss Event or (subject to certain conditions as set out herein) a Partial Loss Event (each, as defined herein) (see Condition 11.4 (*Capital Distributions of Trust – Dissolution following a Total Loss Event*)).

The Programme is rated Ba2 by Moody's and BB by S&P. PNCI has been assigned a long-term rating of Ba2 with a stable outlook by Moody's and a long-term rating of BB with a positive outlook by S&P. Each of Moody's and S&P is established in the European Union ("**EU**") and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**"). As such, each of Moody's and S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the EU CRA Regulation. Moody's and S&P are not established in the UK and have not applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). The ratings issued by Moody's have been endorsed by Moody's Investors Service Ltd. The ratings issued by S&P have been endorsed by S&P Global Ratings UK Limited. Each of Moody's Investors Service Ltd. and S&P Global Ratings UK Limited is established in the UK and is registered under the UK CRA Regulation.

A Series of Trust Certificates to be issued under the Programme may be rated or unrated. Where a Series of Trust Certificates is rated, such rating will be disclosed in the applicable Pricing Supplement and will not necessarily be the same as the rating applicable to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Trust Certificates have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act ("**Regulation S**")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Trust Certificates may be offered or sold solely to persons who are not U.S. persons outside the United States in reliance on Regulation S. Each purchaser of the Trust Certificates is hereby notified that the offer and sale of any Trust Certificates to it is being made in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation S.

Each Series of Trust Certificates will be initially represented by interests in a global trust certificate in registered form (each, a "**Global Trust Certificate**"). The Global Trust Certificates will be deposited with, and registered in the name of a nominee of, a common depositary (the "**Common Depositary**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"). Interests in the Global Trust Certificates will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg. Definitive Trust Certificates evidencing holdings of interests in the Trust Certificates will be issued in exchange for interests in the relevant Global Trust Certificate only in certain limited circumstances described therein.

The transaction structure relating to the Trust Certificates (as described in this Base Offering Circular) has been approved by the Internal *Shari'a* Supervision Committee of Emirates NBD Islamic, Internal *Shari'ah* Supervision Committee of Dubai Islamic Bank, *Shari'a* advisers of J.P. Morgan Securities plc and Global *Shariah* Supervisory Committee of Standard Chartered Bank as, in their view, complying with *Shari'a* principles as applicable to, an interpreted by, them. Prospective Certificateholders should not rely on the approvals referred to above in deciding whether to make an investment in the Trust Certificates and should consult their own *Shari'a* advisers as to whether the proposed transaction described in the approvals referred to above, including the tradability of the Trust Certificates in the secondary market, is in compliance with *Shari'a* principles (including, without limitation, their individual standards of compliance relating thereto). Prospective Certificateholders are reminded that, as with any *Shari'a* views, differences in opinion are possible and different *Shari'a* standards may be applied by different *Shari'a* boards.

Arrangers

Abu Dhabi Commercial Bank PJSC	Abu Dhabi Islamic Bank PJSC	Arqaam Capital Limited
Dubai Islamic Bank PJSC	Emirates NBD Capital	J.P. Morgan Securities plc
Mashreqbank psc (acting through its Islamic Banking Division)	Sharjah Islamic Bank	Standard Chartered Bank
The National Bank of Ras Al-Khaimah (P.S.C.)	Warba Bank K.S.C.P.	

Dealers

Abu Dhabi Commercial Bank PJSC	Abu Dhabi Islamic Bank PJSC	Arqaam Capital Limited
Dubai Islamic Bank PJSC	Emirates NBD Capital	J.P. Morgan Securities plc
Mashreqbank psc (acting through its Islamic Banking Division)	Sharjah Islamic Bank	Standard Chartered Bank
The National Bank of Ras Al-Khaimah (P.S.C.)	Warba Bank K.S.C.P.	

The date of this Base Offering Circular is 9 May 2025

IMPORTANT NOTICES

This Base Offering Circular comprises admission particulars for the purpose of the International Securities Market Rulebook effective as of 1 January 2021 (as may be modified and/or supplemented and/or restated from time to time). This Base Offering Circular does not comprise a prospectus for the purposes of either Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**") or the UK Prospectus Regulation and has not been approved as such by the competent authority in any member state of the European Economic Area (the "**EEA**") or by the UK Financial Conduct Authority (the "**FCA**").

This Base Offering Circular complies with the requirements in Part 2 of the Markets Law (DIFC Law No. 1 of 2012) and Chapter 2 of the Markets Rules.

Each of the Trustee and PNCI accepts responsibility for the information contained in this Base Offering Circular and the applicable Pricing Supplement for each Series of Trust Certificates issued under the Programme. Having taken all reasonable care to ensure that such is the case, the information contained in this Base Offering Circular is, to the best of the knowledge of each of the Trustee and PNCI, in accordance with the facts and contains no omission likely to affect its import.

This Base Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Base Offering Circular. In addition, this Base Offering Circular should be read and construed together with any supplements hereto and, in relation to any Tranche of Trust Certificates, should be read and construed together with the applicable Pricing Supplement.

The information on the websites to which this Base Offering Circular refers does not form part of this Base Offering Circular and has not been scrutinised or approved by the FCA.

None of the Arrangers, the Dealers (each as specified under "*Overview of the Programme*"), the Agents (as defined in the "*Terms and Conditions of the Trust Certificates*") or the Delegate (as specified under "*Overview of the Programme*") or their respective affiliates have independently verified the information contained herein. Accordingly, none of the Arrangers, the Dealers, the Agents, the Delegate or their respective affiliates accepts any responsibility or liability for and makes no representation, warranty or undertaking, express or implied, as to: (i) the accuracy or completeness of the information contained in this Base Offering Circular; (ii) any acts or omissions of the Trustee, PNCI or any other person in connection with this Base Offering Circular or the issue and offering of the Trust Certificates; or (iii) any other information provided in connection with the Trustee, PNCI, the Programme, any Trust Certificates issued thereunder or their distribution. Each Arranger, Dealer, Agent, the Delegate and their respective affiliates accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Offering Circular or any other information provided by the Trustee or PNCI in connection with the Programme, the Trust Certificates or their distribution.

No person is or has been authorised by the Trustee or PNCI to give any information or to make any representation not contained in or not consistent with this Base Offering Circular or any other information supplied in connection with the Programme or the issue or sale of the Trust Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by PNCI, the Trustee, the Delegate, the Arrangers, any Dealer or any Agent.

Neither this Base Offering Circular nor any other information supplied in connection with the Programme or any Trust Certificates: (a) is intended to provide the basis of any credit or other evaluation; or (b) should be considered as a recommendation by PNCI, the Trustee, the Delegate, any Arranger, any Dealer, or any Agent that any recipient of this Base Offering Circular or any other information supplied in connection with the Programme or any Trust Certificates should purchase any Trust Certificates. Each investor contemplating purchasing Trust Certificates should determine for itself the relevance of the information contained in this Base Offering Circular, make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Trustee and PNCI and its purchase of any Trust Certificates should be based upon such investigation as it deems necessary. Neither this Base Offering Circular nor any other information supplied in connection with the Programme or the issue of any Trust Certificates constitutes an offer or invitation by or on behalf of PNCI, the Trustee, the Delegate, the Arrangers, any Dealer or the Agents to any person to subscribe for or to purchase any Trust Certificates. None of the Dealers, the Arrangers, the Agents or the Delegate undertakes to review the financial condition or affairs of the Trustee or PNCI during the life of the arrangements contemplated by this Base Offering

Circular nor to advise any investor or potential investor in the Trust Certificates of any information coming to the attention of any of the Dealers, the Arrangers, the Agents or the Delegate.

Neither the delivery of this Base Offering Circular nor the offering, sale or delivery of any Trust Certificates shall, under any circumstances, imply that there has been no change in the affairs of the Trustee, PNCI or PNCI's consolidated subsidiaries taken as a whole, or any of PNCI's affiliates since the date hereof or that the information contained herein concerning the Trustee and/or PNCI and/or the Group or any of PNCI's affiliates is correct as at any time subsequent to the date of this Base Offering Circular or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arrangers, the Dealers, the Agents and the Delegate expressly do not undertake to review the financial condition or affairs of the Trustee, PNCI or the Group or any of PNCI's affiliates during the life of the Programme or to advise any investor in the Trust Certificates issued under the Programme of any information coming to their attention or that there has been no change in the affairs of any party mentioned herein since that date.

This Base Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Trust Certificates in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Offering Circular and the offer or sale of Trust Certificates may be restricted by law in certain jurisdictions. PNCI, the Trustee, the Delegate, the Arrangers, the Dealers and the Agents do not represent that this Base Offering Circular may be lawfully distributed, or that any Trust Certificates may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by PNCI, the Trustee, the Delegate, the Arrangers, the Dealers or the Agents, which is intended to permit a public offering of any Trust Certificates or distribution of this Base Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Trust Certificates may be offered or sold, directly or indirectly, and neither this Base Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Offering Circular or any Trust Certificates may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Offering Circular and the offering and sale of Trust Certificates. In particular, there are restrictions on the distribution of this Base Offering Circular and the offer or sale of Trust Certificates in the United States, the UK, the EEA, the Kingdom of Bahrain, the Sultanate of Oman, the Kingdom of Saudi Arabia, the State of Qatar (including the Qatar Financial Centre), the United Arab Emirates (the "UAE") (excluding the Dubai International Financial Centre (the "DIFC") and the Abu Dhabi Global Market (the "ADGM")), the DIFC, the ADGM, the State of Kuwait, Hong Kong, Singapore and Malaysia (and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Trust Certificates) (see "*Subscription and Sale*").

No comment is made or advice given by PNCI, the Trustee, the Delegate, the Arrangers, any Dealer or the Agents in respect of taxation or *Shari'a* matters relating to any Trust Certificates or the legality of the purchase of Trust Certificates by an investor under applicable or similar laws.

Any term which is not compliant with *Shari'a* principles used in this Base Offering Circular has been included to give the correct meaning to a particular statement or a Condition and does not impact the *Shari'a* compliant nature of the Transaction Documents or the Trust Certificates.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER, BUSINESS ADVISER AND *SHARI'A* ADVISER AS TO TAX, LEGAL, BUSINESS, *SHARI'A* AND RELATED MATTERS CONCERNING THE PURCHASE OF TRUST CERTIFICATES.

The Trust Certificates are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Trust Certificates which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Trust Certificates will perform under changing conditions, the resulting effects on the value of such Trust Certificates and the impact this investment will have on the potential investor's overall investment portfolio.

The Trust Certificates may not be a suitable investment for all investors. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved in, and are familiar with, investing in emerging markets. Each potential investor in Trust Certificates must determine the suitability of an investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisors, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the Trust Certificates and the complex structure thereof, the merits and risks of investing in the Trust Certificates and the information contained in this Base Offering Circular or any applicable supplement;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Trust Certificates and the impact the Trust Certificates will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Trust Certificates, including where the currency of payment is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Trust Certificates and is familiar with the behaviour of any relevant indices and financial markets;
- (e) is able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks; and
- (f) is able to evaluate the compliance of the Trust Certificates with *Shari'a* principles.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Trust Certificates are legal investments for it, (2) the Trust Certificates can be used as collateral for various types of financing and (3) other restrictions apply to its purchase or pledge of any Trust Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Trust Certificates under any applicable risk-based capital or similar rules.

None of the Trustee, PNCI, the Arrangers, the Dealers, the Delegate or any Agent makes any representation to any investor in the Trust Certificates regarding the legality of its investment under any applicable laws. Any investor in the Trust Certificates should be able to bear the economic risk of an investment in the Trust Certificates for an indefinite period of time.

NOTICE TO UK RESIDENTS

Any Trust Certificates to be issued under the Programme which do not constitute "alternative finance investment bonds" ("**AFIBs**") within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2010 will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000, as amended (the "**FSMA**")) which has not been authorised, recognised or otherwise approved by the FCA. Accordingly, any Trust Certificates to be issued under the Programme must not be marketed in the United Kingdom to the general public and this Base Offering Circular is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Base Offering Circular, any Pricing Supplement and any other marketing materials relating to the Trust Certificates is being addressed to, or directed at: (A) if the distribution of the Trust Certificates (whether or not such Trust Certificates are AFIBs) is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Financial Promotion Order**"); (ii) persons falling within any of the categories of persons described in Article 49 (high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the Trust Certificates are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following

persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "**Promotion of CISs Order**"); (ii) persons falling within any of the categories of person described in Article 22 (high net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order.

Persons of any other description in the United Kingdom may not receive and should not act or rely on this Base Offering Circular, any Pricing Supplement or any other marketing materials in relation to the Trust Certificates.

Prospective investors in the United Kingdom in any Trust Certificates are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in such Trust Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

Any prospective investor intending to invest in any investment described in this Base Offering Circular should consult its professional adviser and ensure that it fully understands all the risks associated with making such an investment and that it has sufficient financial resources to sustain any loss that may arise from such investment.

EU MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The applicable Pricing Supplement in respect of any series of Trust Certificates will include a legend entitled "EU MiFID II Product Governance" which will outline the target market assessment in respect of the Trust Certificates and which channels for distribution of the Trust Certificates are appropriate. Any person subsequently offering, selling or recommending the trust certificates (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Trust Certificates (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance Rules under EU Delegated Directive 2017/593 (the "**EU MiFID Product Governance Rules**"), any Dealer subscribing for any Trust Certificates is a manufacturer in respect of such Trust Certificates, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU MiFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET

The applicable Pricing Supplement in respect of any Series of Trust Certificates will include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Trust Certificates and which channels for distribution of the Trust Certificates are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Trust Certificates (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any Dealer subscribing for any Trust Certificates is a manufacturer in respect of such Trust Certificates, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME

Unless otherwise stated in the applicable Pricing Supplement all Trust Certificates issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the Singapore Monetary Authority (the "**MAS**") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

VOLCKER RULE

The Volcker Rule, which became effective on 1 April 2014, but was subject to a conformance period for certain entities that concluded on 21 July 2015, generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from: (i) engaging in proprietary trading; (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund"; and (iii) entering into certain relationships with "covered funds". The general effects of the Volcker Rule remain uncertain; any prospective investor in the Trust Certificates and any entity that is a "banking entity" as defined under the Volcker Rule which is considering an investment in the Trust Certificates should consult its own legal advisers and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Trust Certificates is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Trust Certificates. No assurance can be made as to the effect of the Volcker Rule on the ability of certain investors subject thereto to acquire or retain an interest in the Trust Certificates, and accordingly none of the Trustee, PNCI, the Arrangers, the Dealers, the Delegate or the Agents, or any of their respective affiliates makes any representation regarding: (a) the status of the Trustee under the Volcker Rule (including whether it is a "**covered fund**" for their purposes); or (b) the ability of any purchaser to acquire or hold the Certificates, now or at any time in the future. Any prospective investor in the Trust Certificates should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, Trust Certificates issued in connection with this Base Offering Circular and related offering documents may only be offered in registered form to existing accountholders and accredited investors (each as defined by the Central Bank of Bahrain (the "**CBB**")) in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.\$100,000 or any equivalent amount in any other currency or such other amount as the CBB may determine.

This Base Offering Circular does not constitute an offer of securities in the Kingdom of Bahrain pursuant to the terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Offering Circular and any related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no Trust Certificates may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Offering Circular or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors (as such term is defined by the CBB) for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Base Offering Circular or any related offering documents and it has not in any way considered the merits of the Trust Certificates to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this Base Offering Circular and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Base Offering Circular. No offer of Trust Certificates will be made to the public in the Kingdom of Bahrain and this Base Offering Circular must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

NOTICE TO RESIDENTS OF OMAN

The information contained in this Base Offering Circular does not constitute an offer of securities in Oman as contemplated by the Commercial Companies Law of Oman (Royal Decree 18/19, as amended) (the "**Commercial Companies Law**") or Article 3 of the Capital Market Law of Oman (Royal Decree 80/98, as amended) nor does it constitute a sukuk offering pursuant to the Sukuk Regulation issued by the Oman Capital Market Authority (CMA Decision 3/2016). This Base Offering Circular will only be made available to investors in Oman in accordance with Article 139 of the Executive Regulations of the Capital Market Law (CMA Decision 1/2009, as amended) (the "**Executive Regulations**") by an entity duly licensed by the Oman Capital Market Authority to market non-Omani securities in Oman.

This Base Offering Circular has not been (and will not be) filed with the Oman Capital Market Authority (except in accordance with Article 139 of the Executive Regulations), the Central Bank of Oman or any other regulatory authority in Oman and neither the Oman Capital Market Authority nor the Central Bank

of Oman assumes responsibility for the accuracy and adequacy of the statements and information contained in this Base Offering Circular and shall not have any liability to any person for damage or loss resulting from reliance on any statements or information contained herein.

KINGDOM OF SAUDI ARABIA NOTICE

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "Capital Market Authority").

The Capital Market Authority does not make any representations as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby issued under the Programme should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorised financial advisor.

NOTICE TO RESIDENTS OF THE STATE OF QATAR (INCLUDING THE QATAR FINANCIAL CENTRE)

Any Trust Certificates to be issued under the Programme will not be offered or sold at any time, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre) in a manner that would constitute a public offering. This Base Offering Circular has not been and will not be reviewed or approved by, or registered with, the Qatar Financial Markets Authority, the Qatar Central Bank, the Qatar Stock Exchange or the Qatar Financial Centre Regulatory Authority in accordance with their regulations or any other regulations in the State of Qatar (including the Qatar Financial Centre). The Trust Certificates are not and will not be traded on the Qatar Stock Exchange. The Trust Certificates and interests therein will not be offered to investors domiciled or resident in Qatar and do not constitute debt financing in the State of Qatar under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar.

NOTICE TO RESIDENTS OF MALAYSIA

Any Trust Certificates to be issued under the Programme may not be offered for subscription or purchase and no invitation to subscribe for or purchase such Trust Certificates in Malaysia may be made, directly or indirectly, and this Base Offering Circular or any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within the categories of person set out in Part I of Schedule 6 or Section 229(1)(b), Part I of Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3), read together with Schedule 9 or Section 257(3) of the Capital Market and Services Act 2007 of Malaysia ("CMSA"), as may be amended and/or varied from time to time and subject to any amendments to the applicable laws from time to time.

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Trustee or PNCI and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Base Offering Circular.

STABILISATION

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF TRUST CERTIFICATES, THE DEALER OR DEALERS (IF ANY) NAMED AS STABILISATION MANAGER(S) (OR ANY PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN THE APPLICABLE PRICING SUPPLEMENT MAY EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE TRUST CERTIFICATES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION ACTION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF TRUST CERTIFICATES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF TRUST CERTIFICATES. ANY STABILISATION ACTION MUST BE CONDUCTED BY THE RELEVANT STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY

STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Presentation of Financial Information

Historical financial statements

The financial statements relating to the Group and included in this Base Offering Circular are:

- the audited consolidated financial statements as at and for the year ended 31 December 2024, including comparative financial information as at and for the year ended 31 December 2023 (the "**2024 Financial Statements**"); and
- the audited consolidated financial statements as at and for the year ended 31 December 2023, including comparative financial information as at and for the year ended 31 December 2022 (the "**2023 Financial Statements**").

The 2024 Financial Statements and the 2023 Financial Statements are together referred to herein as the "**Financial Statements**".

The Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board and the requirements of applicable UAE law. The Financial Statements have been audited in accordance with International Standards on Auditing (ISAs) by Grant Thornton Audit and Accounting Limited (Dubai Branch) ("**Grant Thornton**"), who have issued unqualified reports on the Financial Statements.

Unless indicated otherwise in this Base Offering Circular, the financial information of the Group: (i) as at and for the year ended 31 December 2023 has been extracted from the 2024 Financial Statements; and (ii) as at and for the year ended 31 December 2022 has been extracted from the 2023 Financial Statements. The Financial Statements should be read in conjunction with the respective notes thereto.

The Group's financial year ends on 31 December and references in this Base Offering Circular to "**2024**", "**2023**" and "**2022**" are to the 12-month period ending on 31 December in each such year.

The Group's functional currency is UAE dirham and the Group publishes its financial statements in UAE dirham.

Certain unaudited information

Certain financial information in this Base Offering Circular contained in "*Selected Financial Information – Selected Alternative Performance Measures*" is unaudited financial information which has been extracted without material adjustment from the accounting records of the Group which form the underlying basis of the Financial Statements. This information also constitutes alternative performance measures for the purposes of the ESMA Guidelines on Alternative Performance Measures ("**APMs**"). None of this financial information is subject to any audit or review by independent auditors.

The Group's APMs included in this Base Offering Circular are EBITDA, gross profit margin and net profit margin, which are not measures of financial performance under IFRS. PNCI believes that the presentation of these APMs is helpful to investors because these and other similar measures are widely used by certain investors, security analysts and other interested parties as supplemental measures of performance and liquidity. However, these APMs should not be considered in isolation or as a substitute for operating profit, cash flow from operating activities or other financial measures of the Group's results of operations or liquidity computed in accordance with IFRS. Other companies, including those in the Group's industry, may calculate these APMs differently from the Group. As all companies do not calculate these APMs in the same manner, the Group's presentation of these APMs may not be comparable to other similarly titled measures of other companies. See further "*Selected Financial Information – Selected Alternative Performance Measures*".

EBITDA

In determining EBITDA, the Group adds back to net profit for the year the following items:

- finance cost;

- taxes; and
- depreciation and amortisation,

and subtracts the following items:

- reversal of provision for infrastructure costs; and
- other income.

Some of the limitations of using EBITDA as a financial measure are:

- it does not reflect the Group's cash expenditures or future requirements for capital expenditure or contractual commitments;
- it does not reflect changes in, or cash requirements for, the Group's working capital needs; and
- although depreciation and amortisation are non-cash charges, the assets being depreciated and amortised will often have to be replaced in the future, and the measure does not reflect any cash requirements for such replacement.

For a reconciliation of the Group's EBITDA to its reported net profit for the year ended 31 December in each of 2024, 2023 and 2022, see "*Selected Financial Information – Selected Alternative Performance Measures – EBITDA*".

Presentation of Other Information

Currencies

Unless otherwise indicated, in this Base Offering Circular, all references to:

- "**dirham**" and "**AED**" are to the lawful currency of the United Arab Emirates; and
- "**U.S. dollars**" and "**U.S.\$**" are to the lawful currency of the United States.

Unless otherwise indicated, the financial information contained in this Base Offering Circular has been expressed in UAE dirham.

The dirham has been pegged to the U.S. dollar since 22 November 1980. The mid-point between the official buying and selling rates for the dirham is at a fixed rate of AED 3.6725 = U.S.\$1.00.

Third party data

This Base Offering Circular contains information regarding the Group's business and the industry in which it operates and competes, which the Group has obtained from third party sources. The Trustee and PNCI confirm that all third party information contained in this Base Offering Circular has been accurately reproduced and that, as far as each of the Trustee and PNCI are aware and is able to ascertain from information published by the relevant third party sources, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information contained in this Base Offering Circular is stated where such information appears in this Base Offering Circular.

Statistical information relating to the UAE included in this Base Offering Circular has been derived from official public sources, including Dubai's Department of Economy and Tourism, the Dubai Land Department ("**DLD**") and the International Monetary Fund (the "**IMF**"). All such statistical information may differ from that stated in other sources for a variety of reasons, including the use of different definitions and cut-off times. This data may subsequently be revised as new data becomes available and any such revised data will not be circulated by the Group to investors who have purchased the Trust Certificates.

Where information has not been independently sourced, it is the Group's own information.

No incorporation of website information

PNCI's website is www.sobharealty.com. The information on this website or any other website mentioned in this Base Offering Circular or any website directly or indirectly linked to these websites has not been verified and is not incorporated by reference into this Base Offering Circular, and investors should not rely on it.

Definitions

In this Base Offering Circular:

- **"Company"** refers to PNC Investments LLC
- **"Dubai"** means the Emirate of Dubai;
- **"GCC"** means the Gulf Cooperation Council (comprising the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the State of Kuwait, the State of Qatar, the Sultanate of Oman and the UAE);
- **"Group"** refers to PNC Investments LLC and its consolidated subsidiaries (taken as a whole);
- **"MENA region"** means the region comprising the Middle East and North Africa; and
- **"PNCI"** refers to PNC Investments LLC.

Rounding

Certain financial statement data in this Base Offering Circular has been expressed in thousands, millions or billions of AED. As a result of such rounding, the totals of financial statement data presented in tables in this Base Offering Circular may vary slightly from the arithmetic totals of such data. Where used in tables, the figure "0" means that the data for the relevant item has been rounded to zero and the symbol "—" means that there is no data in respect of the relevant item. In addition, all percentage data in this Base Offering Circular has been rounded to one decimal place, with 0.050 being round up.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Offering Circular may be deemed to be forward looking statements. The words "anticipate", "believe", "expect", "plan", "intend", "targets", "aims", "seeks", "estimate", "project", "will", "would", "may", "could", "continue", "should" and similar expressions are intended to identify forward looking statements. All statements other than statements of historical fact included in this Base Offering Circular, including, without limitation, those regarding the financial position of the Group, or the business strategy, management plans and objectives for future operations of the Group, are forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the Group's actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*" and "*Description of the Group's Business*" and other sections of this Base Offering Circular. PNCI has based these forward-looking statements on the current view of its management with respect to future events and financial performance. These forward-looking statements are based on numerous assumptions regarding PNCI's present, and future, business strategies and the environment in which PNCI expects to operate in the future. Important factors that could cause the Group's actual results, performance or achievements to differ materially from those in the forward-looking statements are discussed under "*Risk Factors*".

Forward-looking statements speak only as at the date of this Base Offering Circular and, without prejudice to any requirements under applicable laws and regulations, the Trustee and PNCI expressly disclaim any obligation or undertaking to publicly update or revise any forward-looking statements in this Base Offering Circular to reflect any change in the expectations of the Trustee or PNCI or any change in events, conditions or circumstances on which these forward-looking statements are based. Given the uncertainties of forward-looking statements, the Trustee and PNCI cannot assure potential investors that projected results or events will be achieved and the Trustee and PNCI caution potential investors not to place undue reliance on these statements.

CONTENTS

	Page
OVERVIEW OF THE PROGRAMME	2
RISK FACTORS	12
STRUCTURE DIAGRAM AND CASHFLOWS	40
USE OF PROCEEDS	42
DESCRIPTION OF THE TRUSTEE	43
SELECTED FINANCIAL INFORMATION	45
FINANCIAL REVIEW	49
DESCRIPTION OF THE GROUP'S BUSINESS	65
MANAGEMENT AND EMPLOYEES	87
FORM OF THE TRUST CERTIFICATES	93
FORM OF PRICING SUPPLEMENT	95
TERMS AND CONDITIONS OF THE TRUST CERTIFICATES	102
SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS	144
TAXATION	156
SUBSCRIPTION AND SALE	158
GENERAL INFORMATION	164
INDEX TO THE FINANCIAL STATEMENTS	169

OVERVIEW OF THE PROGRAMME

Words and expressions defined in the "*Terms and Conditions of the Trust Certificates*", (the "**Conditions**") and elsewhere in this Base Offering Circular shall have the same meanings in this overview.

Issuer, Trustee and Lessor	Sobha Sukuk I Holding Limited, a prescribed company incorporated in the DIFC. The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents (as defined below) to which it is a party.
Ownership of the Trustee	The issued share capital of the Trustee is comprised of 100 ordinary shares of U.S.\$1.00 par value each. All of the issued shares are fully-paid and are held by Walkers Fiduciary Limited as Share Trustee under the terms of the Share Declaration of Trust. See " <i>Description of the Trustee</i> ".
Administration of the Trustee	The affairs of the Trustee are managed by Walkers Professional Services (Middle East) (the " Trustee Administrator "), who will provide, amongst other things, corporate administrative services and director services pursuant to the administration agreement dated 28 April 2025 and made between, <i>inter alia</i> , the Trustee and the Trustee Administrator (the " Administration Agreement ").
Trustee's Legal Entity Identifier (LEI)	254900VZENPT8NAXW686
Obligor and Lessee	PNC Investments LLC.
Servicing Agent	PNC Investments LLC.
Arrangers	Abu Dhabi Commercial Bank PJSC Abu Dhabi Islamic Bank PJSC Arqaam Capital Limited Dubai Islamic Bank PJSC Emirates NBD Bank PJSC J.P. Morgan Securities plc Mashreqbank psc (acting through its Islamic Banking Division) The National Bank of Ras Al-Khaimah (P.S.C.) Sharjah Islamic Bank PJSC Standard Chartered Bank Warba Bank K.S.C.P.
Dealers	Abu Dhabi Commercial Bank PJSC Abu Dhabi Islamic Bank PJSC Arqaam Capital Limited Dubai Islamic Bank PJSC Emirates NBD Bank PJSC J.P Morgan Securities plc Mashreqbank psc (acting through its Islamic Banking Division) The National Bank of Ras Al-Khaimah (P.S.C.) Sharjah Islamic Bank PJSC Standard Chartered Bank Warba Bank K.S.C.P. and any other Dealers appointed in accordance with the Dealer Agreement.
Delegate	The Law Debenture Trust Corporation p.l.c.

Registrar	The Bank of New York Mellon SA/NV, Dublin Branch.
Principal Paying Agent and Transfer Agent	The Bank of New York Mellon, London Branch.
Seller(s)	Any subsidiary or subsidiaries of PNCI as specified in the Master Purchase Agreement and the relevant Supplemental Purchase Agreement (the " Seller(s) ").
Initial Programme Size	Up to U.S.\$1,500,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement) outstanding at any time. The size of the Programme may be increased in accordance with the terms of the Dealer Agreement.
Trustee Covenants	The Trustee has agreed to certain restrictive covenants. See Condition 7 (<i>Trustee Covenants</i>).
Obligor Covenants	PNCI has agreed to certain covenants, including a negative pledge. See Condition 5 (<i>Obligor Covenants</i>).
Status of the Trust Certificates	<p>Each Trust Certificate evidences an undivided ownership interest of the Certificateholders in the Trust Assets subject to the terms of the Declaration of Trust and the Conditions, and is a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee. Each Trust Certificate will rank <i>pari passu</i>, without any preference or priority, with all other Trust Certificates.</p> <p>The payment obligations of PNCI (in any capacity) under the Transaction Documents to which it is a party in respect of each Series of Trust Certificates will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in Condition 5.1 (<i>Negative Pledge</i>)) unsecured obligations of PNCI and (save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in the Purchase Undertaking) at all times rank at least <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of PNCI from time to time outstanding, provided, further, that PNCI shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other obligations and, in particular, shall have no obligation to pay such other obligations at the same time or as a condition of paying sums due under the Transaction Documents to which it is a party and <i>vice versa</i>.</p>
Use of Proceeds	The net proceeds of each Tranche of Trust Certificates issued under the Programme will be applied by the Trustee pursuant to the terms of the relevant Transaction Documents on the relevant Issue Date in the following proportion: (a) the Ijara Percentage of the aggregate face amount of the Trust Certificates of such Tranche as specified in the applicable Pricing Supplement towards the purchase from the PNCI Seller of all of its rights, title, interests, benefits and entitlements, present and future, in, to and under (in the case of the first Tranche) the Asset(s) and, if applicable (in the case of each subsequent Tranche) the Additional Asset(s) pursuant to the relevant Supplemental Purchase Agreement; and (b) if applicable, the Murabaha Percentage of the aggregate face amount of the Trust Certificates of such Tranche as specified in the applicable Pricing Supplement towards the purchase of

commodities to be sold to PNCI pursuant to the Master Murabaha Agreement.

The proceeds received by PNCI in consideration for the transactions entered into with the Trustee as set out above (comprising, for the avoidance of doubt, the Purchase Price payable pursuant to the relevant Supplemental Purchase Agreement and an amount equal to the Commodity Purchase Price payable to PNCI pursuant to the on-sale of commodities) will be applied by PNCI to settle existing financings, for PNCI's general corporate purposes (which may include the acquisition of an additional land bank).

Risk Factors

There are certain factors that may affect the Trustee's and PNCI's ability to fulfil its respective obligations under the Trust Certificates and the Transaction Documents to which it is a party. See "*Risk Factors*".

Issuance in Series

Trust Certificates will be issued in Series. Each Series may comprise one or more Tranches issued on different Issue Dates. The Trust Certificates of each Series will have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of Periodic Distribution Amounts thereon and the date from which Periodic Distribution Amounts start to accrue.

Distribution

Trust Certificates may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Currencies

Subject to any applicable legal or regulatory restrictions, any currency agreed between the Trustee, PNCI and the relevant Dealer(s).

Maturities

The Trust Certificates will have such maturities as may be agreed between the Trustee, PNCI and the relevant Dealer(s), subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Trustee, PNCI or the relevant Specified Currency.

Denominations

The Trust Certificates will be issued in such denominations as may be agreed between the Trustee, PNCI and the relevant Dealer(s), save that: (i) the minimum denomination of each Trust Certificate will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Specified Currency; and (ii) unless otherwise permitted by such current laws and regulations, Trust Certificates (including Trust Certificates denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Trustee in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or, if the Trust Certificates are denominated in a currency other than sterling, the equivalent amount in such currency, as calculated on the Issue Date of the relevant Tranche).

Issue Price	Trust Certificates may be issued at any price on a fully paid basis, as specified in the applicable Pricing Supplement. The price and amount of Trust Certificates to be issued under the Programme will be determined by the Trustee, PNCI and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Form of Trust Certificates	The Trust Certificates will be issued in registered form as described in " <i>Form of the Trust Certificates</i> ".
Clearing Systems	Certificateholders must hold their interest in the relevant Global Trust Certificate in book-entry form through Euroclear and/or Clearstream, Luxembourg in relation to any Series, such other clearing system in which the relevant Global Trust Certificate is held. Transfers within and between each of Euroclear or Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearing system.
Periodic Distributions	Certificateholders are entitled to receive Periodic Distribution Amounts calculated on the basis specified in the applicable Pricing Supplement.
Redemption of Trust Certificates on Scheduled Dissolution Date	Trust Certificates shall be redeemed on the Scheduled Dissolution Date at the relevant Final Dissolution Amount specified in the applicable Pricing Supplement.
Optional Dissolution	If so specified in the applicable Pricing Supplement, a Series of Trust Certificates may be redeemed prior to its Scheduled Dissolution Date at the Optional Dissolution Amount (Call) or the Clean Up Call Right Dissolution Amount, as applicable, in the circumstances set out in " <i>Terms and Conditions of the Trust Certificates — Dissolution at the Option of PNCI (Optional Dissolution Call Right)</i> " or " <i>Terms and Conditions of the Trust Certificates — Dissolution at the Option of PNCI (Clean Up Call Right)</i> ", as applicable.
Dissolution Events	Upon the occurrence of any Dissolution Event, the Trust Certificates may be redeemed on the Dissolution Event Redemption Date at the Dissolution Event Amount (which shall include any accrued but unpaid Periodic Distribution Amount) and the Return Accumulation Period may be adjusted accordingly, as described in " <i>Terms and Conditions of the Trust Certificates — Dissolution Events</i> ".
Early Dissolution for Tax Reasons	Where the Trustee has or will become obliged to pay any additional amounts in respect of the Trust Certificates pursuant to Condition 13 (<i>Taxation</i>) or PNCI has or will become obliged to pay any additional amounts in respect of amounts payable pursuant to any Transaction Document to which it is a party as a result of a change in the laws of a Relevant Jurisdiction and where such obligation cannot be avoided by the Trustee or PNCI, as applicable, taking reasonable measures available to it, the Trustee shall, upon receipt of an exercise notice from PNCI pursuant to the Sale and Substitution Undertaking, redeem the Trust Certificates in whole but not in part at the Tax Dissolution Amount on the relevant Dissolution Date in accordance with Condition 11.2 (<i>Early Dissolution for Tax Reasons</i>).
Certificateholder Put Right	If so specified in the applicable Pricing Supplement, Certificateholders may, in the circumstances set out in

Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*) elect to redeem their Trust Certificates on any Certificateholder Put Right Date(s), **provided that** such date is a Periodic Distribution Date, unless otherwise specified in the applicable Pricing Supplement at the applicable Optional Dissolution Amount (Put) specified in, or determined in the manner specified in, the applicable Pricing Supplement together with all accrued and unpaid Periodic Distribution Amounts in accordance with Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*).

Change of Control Put Right

Upon the occurrence of a Change of Control and provided that a Change of Control Notice has been received by the Trustee in accordance with Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*), Certificateholders may elect to redeem their Trust Certificates on the Change of Control Put Right Date at the Change of Control Dissolution Amount in accordance with Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*).

A "**Change of Control**" shall occur if at any time any person other than Mr. PNC Menon, Mrs Sobha Menon or their respective lineal descendants acquires, directly or indirectly, more than 50 per cent. of the issued share capital of PNCI.

Clean Up Call Right

If 75 per cent. or more of the aggregate face amount of the Trust Certificates then outstanding have been redeemed and/or purchased and cancelled pursuant to Condition 11 (*Capital Distributions of Trust*) or Condition 12 (*Purchase and Cancellation of Trust Certificates*), the Trustee shall, upon receipt of an exercise notice from PNCI in accordance with the Sale and Substitution Undertaking, redeem the Trust Certificates in whole but not in part, at the Clean Up Call Right Dissolution Amount on the Clean Up Call Right Dissolution Date, subject to and in accordance with Condition 11.8 (*Dissolution at the Option of PNCI (Clean Up Call Right)*).

Tangibility Event Put Right:

If a Tangibility Event occurs, Certificateholders may, in the circumstances set out in Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*) exercise their option to redeem their Trust Certificates on any Tangibility Event Put Right Date at the Tangibility Event Dissolution Amount by delivering a Tangibility Event Put Notice within the Tangibility Event Put Period, subject to and in accordance with Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*).

Following the occurrence of a Tangibility Event,) as determined in consultation with the *Shari'a* Adviser, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis.

On the date falling 15 days following the Tangibility Event Put Right Date, the Trust Certificates will be delisted from

any stock exchange (if any) on which the Trust Certificates have been admitted to listing.

Total Loss Event

Save where the relevant Lease Asset(s) is/are replaced in accordance with the Servicing Agency Agreement by no later than the 60th day after the occurrence of a Total Loss Event, the occurrence of a Total Loss Event will result in the redemption in whole of the Trust Certificates of that Series and the consequent dissolution of the relevant Trust no later than close of business in London on the 61st day after the occurrence of such Total Loss Event (being the Total Loss Dissolution Date) in accordance with Condition 11.4 (*Dissolution following a Total Loss Event*).

If a Total Loss Event occurs, the Servicing Agent shall be responsible for ensuring that all proceeds of Insurances in respect thereof (if any) are each paid in the Specified Currency directly into the Transaction Account by no later than the 60th day after the occurrence of the Total Loss Event.

If a Total Loss Event occurs and the relevant Lease Asset(s) is/are not replaced as discussed above, and the amount of the proceeds of Insurances (if any) paid into the Transaction Account is less than the Full Reinstatement Value (the difference between the Full Reinstatement Value and the amount paid into the Transaction Account being the "**Loss Shortfall Amount**"), then, provided that the Servicing Agent has not delivered a notice to the Trustee within 60 days after the Issue Date of the first Tranche of the relevant Series and prior to the occurrence of such Total Loss Event in respect of a failure to procure insurance, the Servicing Agent shall be responsible for paying the Loss Shortfall Amount directly into the Transaction Account by no later than close of business in London on the 61st day after the Total Loss Event has occurred, such that the amount standing to the credit of the Transaction Account on the Total Loss Dissolution Date represents the aggregate of the proceeds of Insurances payable in respect of a Total Loss Event (if any) and the Loss Shortfall Amount payable by the Servicing Agent in accordance with the terms of the Servicing Agency Agreement.

Rental payments under the Supplemental Lease Agreement and, therefore, Periodic Distribution Amounts, shall cease to accrue with effect from the date on which a Total Loss Event occurs, and only if the Lease Asset(s) are replaced pursuant to a Lease Asset(s) Amendment Agreement will they recommence. Provided that a Lease Asset(s) Amendment Agreement is entered into following the replacement of the Lease Asset(s), the amount of profit payable on the first Periodic Distribution Date following the date of the Lease Asset(s) Amendment Agreement shall be increased to include the amount of profit that would have accrued prior to the Replacement Date had such Total Loss Event not occurred.

Upon the occurrence of a Total Loss Event: (i) from the date of the Trading and Delisting Notice and until any further notice from the Trustee, in consultation with the *Shari'a* Adviser, stating otherwise, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis); and (ii) on the date of such Trading and Delisting Notice an application will be made for the Trust Certificates of the relevant Series to be delisted from any stock exchange (if any) on which such Trust Certificates have been admitted to listing or if such date is not a business day, on the next following business day ("**business day**" being, for this purpose, a day on which the stock exchange on which the Trust Certificates are admitted to listing is open for business).

Partial Loss Event

If a Partial Loss Event shall occur with respect to any of the Lease Assets and provided that: (a) the Lease Assets have not been replaced pursuant to the Servicing Agency Agreement and a notice of termination of the lease on the 61st day after the Partial Loss Event Date (a "**Partial Loss Termination Notice**") has been delivered by the Lessee to the Lessor within a period of 30 days after the Partial Loss Event Date; or (b) such Lease Assets have not been replaced pursuant to the Servicing Agency Agreement, without prejudice to any right or remedy that the Lessor may have under any Transaction Document or by law, the Lease shall automatically terminate on the 61st day after the Partial Loss Event Date (the "**Partial Loss Termination Date**") in accordance with the Supplemental Lease Agreement and further rental payments shall cease to be due on such Partial Loss Termination Date in accordance with the Supplemental Lease Agreement and the Lessor will be entitled to all proceeds of the insurances payable as a result of the Partial Loss Event. The termination of the Lease on the Partial Loss Termination Date as a result of either of the circumstances described in (a) or (b) above shall constitute an PNCI Event.

Upon the occurrence of a Partial Loss Event and if, as a result of a Partial Loss Event, the ratio of: (a) the Value of the Lease Asset(s) of that Series (which for this purpose shall exclude any Impaired Lease Asset(s)); to (b) the aggregate of the Value of the Lease Asset(s) of that Series and, if applicable for such Series, the aggregate amounts of Deferred Sale Price then outstanding applicable to such Series at such time, falls below 33 per cent.: (i) from the date of the Trading and Delisting Notice and until any further notice from the Trustee, in consultation with the *Shari'a* Adviser, stating otherwise, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis); and (ii) on the date of such Trading and Delisting Notice an application will be made for the Trust Certificates of the relevant Series to be delisted from any stock exchange (if any) on which such Trust Certificates have been admitted to listing or if such date is not a business day, on the next following business day.

In respect of a Partial Loss Event, following a replacement of the Impaired Lease Asset(s) of the relevant Series in

accordance with the Servicing Agency Agreement, the Servicing Agent shall notify the Trustee of the same and the Trustee shall promptly, following receipt of such notice from the Servicing Agent and in consultation with the *Shari'a* Adviser, deliver a notice to the relevant Certificateholders in accordance with Condition 18 (*Notices*) that: (1) from the date of that notice the Trust Certificates of the relevant Series may be traded at any price; and (2) the Trust Certificates of the relevant Series shall be re-listed, as soon as reasonably practicable, on the stock exchange (if any) on which the Trust Certificates had previously been admitted to listing.

Substitution of Lease Asset(s)

Pursuant to the Sale and Substitution Undertaking, PNCI may, at any time, exercise its right to require the Trustee to substitute on any Substitution Date some or all of the relevant Lease Asset(s) with New Asset(s) (as specified in the relevant Substitution Notice, and each as defined in the Sale and Substitution Undertaking) having a value which is equal to or greater than the value of the relevant Lease Asset(s) being substituted.

Taxation

All payments in respect of Trust Certificates shall be made in the Specified Currency without set-off or counterclaim of any kind and free and clear of, and without withholding or deduction for, any Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the Relevant Jurisdiction, unless the withholding or deduction is required by law. In that event, the Trustee shall, save in the limited circumstances provided in Condition 12 (*Taxation*), be required to pay such additional amounts as will result in the receipt by the Certificateholders of such amounts as would have been received by them, had no such withholding or deduction been required.

All payments by PNCI (in any capacity) under the Transaction Documents to which it is a party shall be made in the Specified Currency without set-off or counterclaim of any kind and free and clear of, and without withholding or deduction for, any Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the Relevant Jurisdiction unless the withholding or deduction is required by law. In that event, PNCI shall be required to pay such additional amounts as will result in the receipt by the Trustee or the Delegate (as applicable) of such amounts as would have been received by it, had no such deduction or withholding been required.

Ratings:

PNCI has been assigned a long-term rating of Ba2 with a stable outlook by Moody's and a long-term rating of BB with a positive outlook by S&P.

The ratings assigned to each Series of Trust Certificates (if any) to be issued under the Programme will be specified in the applicable Pricing Supplement. A rating is not a recommendation to buy, sell or hold the Trust Certificates (or beneficial interests therein) and may be subject to revision, reduction, downgrade, suspension or withdrawal at any time by the assigning rating organisation. Whether or not each any credit rating applied for in relation to the relevant Series of Trust Certificates will be issued by a credit rating agency established in the EEA or the UK and registered under the EU

CRA Regulation or the UK CRA Regulation will be disclosed in the applicable Pricing Supplement.

Certificateholder Meetings

A summary of the provisions for convening meetings of Certificateholders to consider matters relating to their interests as such is set out in Condition 18 (*Meetings of Certificateholders; Modification*).

Listing and Admission to trading

Application has been made to: (i) London Stock Exchange for the Trust Certificates issued under the Programme to be admitted to trading on the ISM during the period of 12 months after the date hereof; and (ii) the DFSA for the Trust Certificates issued under the Programme to be admitted to listing on the DFSA Official List and to Nasdaq Dubai for Trust Certificates issued under the Programme to be admitted to trading on Nasdaq Dubai.

Trust Certificates may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Trustee, PNCI and the relevant Dealer(s) in relation to the relevant Series. Trust Certificates which are neither listed nor admitted to trading on any market may also be issued.

The applicable Pricing Supplement will state whether or not the relevant Trust Certificates are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Governing Law and Dispute Resolution

The Trust Certificates shall be governed by, and construed in accordance with, English law.

The Master Declaration of Trust, each Supplemental Declaration of Trust, the Dealer Agreement, each Subscription Agreement, the Agency Agreement, the Master Murabaha Agreement, the Servicing Agency Agreement, the Purchase Undertaking and the Sale and Substitution Undertaking and any non-contractual obligations arising out of or in connection with any such Transaction Document, shall be governed by and construed in accordance with English law. In respect of any dispute under any such Transaction Document to which it is a party, PNCI has agreed to arbitration in London under the rules of arbitration of the London Court of International Arbitration (the "LCIA") (with the seat in London). PNCI has also agreed to submit to the exclusive jurisdiction of the courts of England at the option of the Trustee or the Delegate (as the case may be), in respect of any dispute under any such Transaction Document (subject to the right of the Delegate or the Trustee (as the case may be) to require any dispute to be resolved by any other court of competent jurisdiction).

The Master Purchase Agreement, each Supplemental Purchase Agreement, the Master Lease Agreement, each Supplemental Lease Agreement and each Sale Agreement will be governed by the laws of the Emirate of Dubai and, to the extent applicable in the Emirate of Dubai, the federal laws of the UAE, and will be subject to the exclusive jurisdiction of the Dubai courts, subject to the right of the Trustee or the Delegate (as the case may be) to require any dispute to be resolved by any other court of competent jurisdiction.

Limited Recourse

Each Trust Certificate represents solely an undivided ownership interest in the Trust Assets of the relevant Series. No payment of any amount whatsoever shall be made in respect of the Trust Certificates of each Series except to the extent that funds for that purpose are available for the Trust Assets of that Series, as described in "*Terms and Conditions of the Trust Certificates — Status and Limited Recourse*".

Selling Restrictions

There are restrictions on the distribution of this Base Offering Circular and the offer, sale and transfer of Trust Certificates in the United States, the UK, the EEA, the Kingdom of Bahrain, the Sultanate of Oman, the Kingdom of Saudi Arabia, the State of Qatar (including the Qatar Financial Centre), the UAE (excluding the DIFC and the ADGM), the DIFC, the ADGM, the State of Kuwait, Hong Kong, Singapore and Malaysia and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Trust Certificates, see "*Subscription and Sale*" below.

RISK FACTORS

An investment in the Trust Certificates involves risks. Accordingly, prospective investors should carefully consider, amongst other things, the risks described below, as well as the detailed information set out elsewhere in this Base Offering Circular, and reach their own views before making an investment decision. The risks and uncertainties described below are not the only risks and uncertainties related to the Trustee, PNCI and the Trust Certificates. Additional risks and uncertainties not presently known, or currently believed to be immaterial, could also impair the Trustee's ability to make payments on the Trust Certificates. If any of the following risks actually materialise, the financial condition and prospects of the Trustee and/or PNCI could be materially adversely affected. If that were to happen, the trading price of the Trust Certificates could decline, and investors may lose all or part of their investment. Prospective investors should also read the detailed information set out elsewhere in this Base Offering Circular and reach their own views prior to making any investment decision. Words and expression defined elsewhere in this Base Offering Circular (including in the Conditions) shall have the same meanings in this section.

Risk Factors Relating to the Trustee

Factors that may affect the Trustee's ability to fulfil its obligations under or in connection with the Trust Certificates issued under the Programme

The Trustee has limited operating history and no material assets and will depend on receipt of payments from PNCI to make payments to Certificateholders

The Trustee was incorporated under the laws of the Dubai International Finance Centre on 23 April 2025 a prescribed company with limited liability. The Trustee has not and will not engage in any business activity other than the issuance of the Trust Certificates under the Programme, the acquisition of Trust Assets as described herein, acting in the capacity as Trustee, the issuance of shares in its capital and other activities incidental or related to the foregoing as required under the relevant Transaction Documents relating to each Series.

The Trustee's only material assets, which will be held on trust for Certificateholders, will be the Trust Assets relating to each Series of Trust Certificates, including the obligation of PNCI to make payments to the Trustee under the relevant Transaction Documents to which it is a party relating to each Series. Therefore, the Trustee is subject to all the risks to which PNCI is subject to the extent that such risks could limit PNCI's ability to satisfy in full and on a timely basis its obligations under the Transaction Documents.

The ability of the Trustee to pay amounts due on the Trust Certificates will therefore be dependent upon receipt by the Trustee from PNCI of amounts to be paid pursuant to the Transaction Documents (which may not be sufficient to meet all claims under the Trust Certificates and the Transaction Documents). As a result, the Trustee is subject to all the risks to which the Group and its business are subject, as described below, to the extent such risks could limit PNCI's ability to satisfy in full and on a timely basis, its obligations under the Transaction Documents to which it is a party.

Recourse to the Trustee in respect of the Trust Certificates is limited to the Trust Assets relating to each Series; see "*Risk Factors Relating to the Trust Certificates – The Trust Certificates are limited recourse obligations*".

Risk Factors Relating to the Group's Business

All of the Group's completed and under development property portfolio is located in the UAE and the Group's financial performance is therefore dependent on economic and political conditions in Dubai, the UAE and the surrounding regions

All of the Group's completed and under development projects as well as its land bank are located in the UAE, with the majority located in Dubai. Consequently, the Group's business, results of operations and financial condition could be adversely affected by changes in economic, political or social conditions in the UAE, with the majority located in Dubai, and the surrounding regions. The UAE, as well as many of the GCC countries from which the Group sources its customers, depend in particular on revenue from oil and oil products, the prices of which have generally been volatile historically (see further "*Risk Factors – Risk Factors Relating to the UAE, the MENA Region and Emerging Markets – The GCC economies are dependent on the price of oil, which has been volatile*"). In addition, the economies of Dubai and the UAE

are heavily dependent upon expatriate workers, who have also historically constituted a significant portion of the Group's customers.

Economic conditions in Dubai, the UAE and the surrounding regions could also be affected by one-off factors such as pandemics and other public health crises. For instance, the outbreak of COVID-19 (which was declared a global pandemic by the World Health Organisation in March 2020) and the measures imposed by governments to mitigate its spread, including restrictions on travel, imposition of quarantines, prolonged closures of stores and workplaces, and social distancing measures, had significant adverse effects on the global economy and international financial markets. The COVID-19 pandemic and related restrictions materially adversely effected the economies of Dubai and the UAE in general, resulting in among others, a decline in average real estate prices in Dubai (according to the DLD) and decrease of international visitors (according to Dubai's Department of Economy and Tourism). The COVID-19-related lockdown also resulted in a shift to working from home, slowing site activity due to the inability of contractor teams to move between emirates in the UAE and obstructions in the supply chain for building materials, which, in turn, negatively impacted the completion pace of the Group's projects.

A downturn in general economic conditions, rising cost of living in the UAE, loss of jobs, a decline in the expansion of the expatriate population in the region, outbreak of transmissible diseases that result in restrictive measures, stricter visa regulations or other factors that result in a decline in business activities and a decrease in household income resulting in lower consumer spending and may impact the desirability of the UAE as a tourist, business or residential destination. This may result in a significant decrease in demand in the UAE's property sector, delays in completion and/or a decrease in the valuation of the Group's projects which, in turn, may have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

On 7 October 2023, the political and military authority in control of Gaza, Hamas, launched an attack on a number of communities in Israel. Israel launched air and land offensives against Hamas in Gaza in response. The conflict has, to a degree, widened to encompass actors in Iran and Lebanon, as well. The conflict is ongoing and its intensity and duration is difficult to predict, as are its economic implications on countries in the Middle East, including the UAE in particular. Also, since November 2023, Al-Houthi rebels in Yemen, who have in the past attacked interests in the UAE, have launched several attacks on commercial shipping vessels in the Red Sea. The United States and its allies, including the United Kingdom, have launched a series of missile strikes against Al-Houthi rebels in response. Other regional organisations have also attacked U.S. military forces in the region, provoking a response from the United States. Any continuation or increase in international or regional tensions in the Middle East, including further attacks on or seizures of oil tankers in the Arabian Gulf, regional escalation of the Israeli-Hamas war or continued attacks on commercial shipping in the Red Sea, could have a destabilising impact on the economy of the Middle East region, and the UAE in particular, including by disrupting supply chains and increasing the price volatility of commodities like copper and steel used in the Group's developments, which could in turn adversely impact the Group's financial performance. See also "*Risk Factors – Risk Factors Relating to the Group's Business – Continued political and economic instability and unrest globally could adversely affect the Group's business*" and "*Risk Factors – Risk Factors Relating to the Group's Business – The Group has experienced and may continue to experience contract prices that exceed its original budgets which may affect the profitability of its developments*".

The property and construction markets in the UAE may also be affected by other macroeconomic factors that are beyond the Group's control and impact the real estate market conditions generally as well as the wealth of the Group's customers, such as prices of raw materials for construction, energy costs, consumer spending and deployment of disposable income, tariffs, alternative investment opportunities and returns, interest/profit rates, inflation rates, real estate taxes, and the availability and cost of financing including mortgages (see also "*Risk Factors – Risk Factors Relating to the UAE, the MENA Region and Emerging Markets*"). There can be no assurance that the current demand and pricing levels for real estate will persist. If the economies of Dubai or the UAE suffer a decline, or if government intervention fails to support or otherwise restricts or limits the economic growth of the expatriate or general real estate investment community in Dubai or the UAE, the Group's business, financial condition and results of operations could be materially adversely affected and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The concentration of the Group's property portfolio exposes it to fluctuations in demand for residential real estate in Dubai and the UAE

All of the Group's developed property and property under development are residential and located in the UAE, with the majority located in Dubai. As an increasing number of real estate developments are launched and reach completion in Dubai and the UAE, the number of residential properties available in these markets may exceed the demand for such properties, leading to saturation. If the property market were to become saturated, or demand for residential properties were to decline or to be lower than expected, the Group might have to sell its properties at reduced prices, or at a loss, or may not be able to sell them at all. In addition, a significant portion of the Group's customers purchase properties as investments, generally with a view to selling them for profit or leasing them for rental income. Any perceived or actual oversupply of residential properties in Dubai and/or the UAE for sale may result in potential customers experiencing difficulty selling properties purchased from the Group, either for an expected profit or at all, and may cause rental rates to decline. This could result in a decrease in demand for the Group's properties from customers who expect to receive revenue from the part- or full-time rental of their properties. The foregoing factors may also affect the Group's revenue backlog (determined as the value of units that have been sold but not yet recognised as revenue under IFRS) since there can be no assurance that the Group's revenue backlog will be realised. As at 31 December 2024, the Group's revenue backlog was AED 23.5 billion.

Any adverse change in demand for residential units in Dubai and/or the UAE for the foregoing reasons or otherwise could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The continued success of the Group's business is dependent in part upon the wealth of domestic and international property purchasers and investors

The Group's business is highly dependent on levels of disposable income and disposable capital of high net worth and other affluent individuals and investors in the UAE and in various international jurisdictions, including from China, India, Europe and certain GCC countries (see also "*Description of the Group's Business – Customers*"). Since many of these individuals and investors operate in the global financial markets, their levels of wealth depend, to some extent, on the performance of the international property, financial and consumer markets. In addition, the disposable income levels of such individuals and investors are affected by factors in their home countries, such as the availability to them of financing and mortgages as well as general interest/profit rates, inflation and tax rates. For instance, the COVID-19 pandemic had a material adverse effect on levels of disposable income and wealth of individuals world-wide and therefore also on demand for properties in the Dubai and wider UAE market. The Group expects that demand for its properties will continue to depend, to some extent, on the condition of the global markets. Accordingly, any financial crises or economic downturns in such jurisdictions or internationally could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group faces competition in property development

The Group faces competition for the development of real estate from numerous other property developers operating in the UAE (see also "*Description of the Group's Business – Competition*"). Competition may affect the Group's ability to sell the residential units in its projects at expected prices, if at all. The Group's competitors may lower their pricing for comparable developments, which could result in downward pricing pressure. In addition, certain of the Group's competitors are supported in differing degrees by the governments of various emirates in the UAE. The Group also faces the risk that competitors may anticipate and capitalise on certain potential investment opportunities in advance of the Group doing so. Increased competition may also increase the Group's costs of financing and/or materials as well as adversely impact the Group's access to land at attractive prices, or at all. Many of the Group's competitors have greater financial, technical, marketing or other resources, including in some cases significant land banks, and greater geographical diversity in their operations and, therefore, may be able to withstand increased costs, price competition and volatility more successfully. Property developers may also consolidate to achieve economies of scale. If consolidation in the UAE real estate markets were to occur, there is a risk that the Group would have to operate in a more competitive marketplace and against larger competitors.

The Group may also face challenges in managing its growth and establishing a strong position in the Dubai and UAE residential real estate markets. While the Group's projects cover a wide range of residential property options, including villas, townhouses and apartments, with a variety of community amenities, there

can be no assurance that they will remain attractive to prospective customers. In particular, the attractiveness of the Group's communities to prospective purchasers could decrease due to the existence of better facilities elsewhere in Dubai and/or the UAE.

Any oversupply or increase in competition in the Group's market could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group may not be able to manage its growth

With construction on its first project having commenced in the fourth quarter of 2013, the Group had completed and fully sold 13 projects and had another 32 projects under development (including the projects launched in Umm Al Quwain) as at 31 December 2024. These projects under development are expected to be completed by the first quarter of 2029.

Management of such projected growth in operations requires, among other things, the Group's continued application of stringent control over financial systems and operations, the continued development of management controls, the hiring and training of new personnel and continued access to funds to finance the growth. It also may increase costs, including the cost of recruiting, training and retaining a sufficient number of professionals and the cost of compliance arising from exposure to additional activities and jurisdictions. These challenges will increase as the Group launches additional projects in the future. As the Group expands its operations, it may also become subject to legal uncertainties or regulations to which it is not currently subject or from which it is currently exempt, which may lead to greater exposure to risk or higher compliance costs. There can be no assurance that the Group's existing systems and resources will be adequate to support the growth of its operations. If the Group is unable to manage its growth adequately, this could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group is exposed to the risk of customers defaulting on their purchase price instalments

The Group begins selling its projects when they are still "off-plan" or in the early stages of construction. Upon buying a residential unit, the customer contractually agrees to pay the Group the purchase price in instalments on a pre-agreed payment schedule. The cash deposits and subsequent purchase price instalments are used to fund construction of the project. If, due to poor economic conditions, declines in property values or otherwise, a significant portion of customers were to default on paying their subsequent instalments at any particular stage in the construction of a project, the Group would be required to rely on local laws and regulations to seek to recover monies owed, which can be a costly and time consuming process. If the Group is unsuccessful, and is unable to obtain the relevant funds, the Group may be required to forgo other property development opportunities and/or be forced to postpone or cancel projects, which could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group's business model relies on cash from off-plan sales to substantially fund construction and any significant decrease in the level of these sales could lead to the delay in completion or cancellation of projects

The Group finances its projects, which require a significant amount of capital expenditure at the start of the construction process, principally through borrowings/financing facilities and internally generated cash flows that result primarily from the pre-sale of residential units at the under-construction stage. The Group may also require financing to fund land acquisitions, initial project development costs and capital expenditures and to support the ongoing development and future growth of its project portfolio.

The Group may not have sufficient capital to undertake future land acquisitions and other investments that it may deem necessary or desirable. Where pre-sales of residential units in a particular project are insufficient to fund its completion, the Group may have to seek external financing. The Group's ability to obtain external financing and the cost of such financing are dependent on numerous factors and there can be no assurance that additional financing, either on a short-term or long-term basis, will be available or, if available, that the Group will be able to obtain such financing on favourable terms (see further "*Risk Factors – Risk Factors Relating to the Group's Business – The Group has significant capital expenditure commitments and is likely to continue to have material funding requirements and the availability of financing to the Group may be limited*"). The Group may also be required to provide security over its assets

to obtain any such financing and/or agree to contractual limitations on the operations of its business. An inability to obtain additional financing on terms favourable to the Group or at all could result in defaults on existing contracts, construction delays and damage to the Group's reputation as a reliable contractual counterparty, which, in turn, could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group's projects may be delayed, suspended, terminated or materially changed in scope, resulting in delayed recognition of revenue and damage to its reputation

There are a number of construction, financing, operating and other risks associated with property development. Due to their extensive nature, the Group's projects require considerable capital expenditure during the initial phases. The Group recognises revenue from its projects on the basis of the percentage of completion of the construction process. Payments by its customers are also tied to construction milestones. Material delays in the construction process will, consequently, delay payments due from customers, as well as the revenue the Group is able to recognise. While the Group may experience construction delays in the ordinary course of business and, save in the case of the delays caused by one-off events such as the COVID-19 pandemic, such delays have generally been made up in subsequent stages of a project, delays can have a significant impact on the associated timing of revenue recognition, which could lead to potentially significant fluctuations in the Group's financial results. This is particularly true with respect to high value projects where even a small delay in construction progress can result in delays in large amounts of revenue being recognised. The time taken and the costs involved to complete construction can be adversely affected by many factors, including:

- delays in obtaining all, or refusals of any, necessary zoning, land use, building, development, occupancy and other required governmental permits, licences, approvals and authorisations (including due to new regulatory frameworks);
- unforeseen engineering, environmental or geological problems;
- the Group's inability to obtain necessary financing arrangements on acceptable terms, or at all, and otherwise fund construction and capital improvements and provide any necessary performance guarantees;
- inadequate supporting infrastructure, including as a result of failure by third parties to provide utilities and transportation and other links that are necessary or desirable for the successful operation of a project (see "*Risk Factors – Risk Factors Relating to the Group's Business – The Group's projects may be subject to delays due to utility and road infrastructure providers' inability to provide required services and connections to its developments within project delivery times*");
- design or construction defects and otherwise failing to complete projects according to design specification;
- shortages of, or defective, materials and/or equipment, labour shortages, shortages of other necessary supplies and/or disputes with suppliers;
- increases in the cost of construction materials (for example, raw materials such as steel and other commodities common in the construction industry (the cost of which increased during the COVID-19 pandemic as a result of logistical/supply chain issues caused by factors outside the Group's control and the disruption of sea trade routes due to geopolitical conflicts)), energy (the cost of has been historically volatile), building equipment (including, in particular, cranes), labour and/or other necessary supplies (due to rising commodity prices or inflation or otherwise);
- shortages of project managers and construction specialists to ensure that planned projects are delivered both on time and on budget;
- strikes and work stoppages or other labour disputes or disturbances affecting the Group's projects;
- failure to meet agreed timetables, in particular with respect to more complex or technically challenging developments (for example, due to the scale, height or complex design of a development);

- adverse weather conditions, natural disasters, pandemics (such as COVID-19), accidents, force majeure events (including war and/or geopolitical conflicts) and/or changes in governmental priorities;
- increases in the supply of properties from competitors; and
- changes in demand trends due to, among other things, a shift in buyer preferences, a downturn in the economy, a change in the surrounding environment of the project, including the location or operation of transportation hubs or population density or otherwise.

Any of these factors could give rise to delays in the completion of construction and/or result in construction costs exceeding budgeted amounts. Projects subject to delays or cost overruns may take longer or fail to generate the revenue, cash flow and profit margins that were originally anticipated. In addition, the targeted return on the investment in the project may not be realised. There can be no assurance that the revenue that the Group is able to generate from its projects will be sufficient to cover the associated construction costs.

Moreover, the Group's business model is based on selling a significant number of its residential units off-plan. If a project with pre-sale commitments from customers is delayed or cancelled, customers may bring civil claims against the Group. Even where customers have no contractual right to terminate their contract with the Group and/or to demand repayment of monies paid, a customer may seek to claim reimbursement from the Group together with interest if the Group fails to deliver a residential unit. In addition, the Group's projects comprise master planned communities, which contain amenities and conveniences such as retail areas, supermarkets and parks. If substantial parts of these amenities are delayed, cancelled or changed, customers who have acquired residential units in affected developments may not be able to enjoy the services or the overall environment which they may have expected when the project was originally launched. Delays in completion or cancellation of all or a portion of a project could also adversely affect the Group's reputation and ability to attract future customers. Furthermore, any difference in the quality of construction from project to project could adversely affect the Group's brand. If a significant number of customers encounter workmanship or structural defects and these are not rectified in a timely and satisfactory manner, the Group's reputation may be adversely affected.

Any of the foregoing factors could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group has experienced and may continue to experience contract prices that exceed its original budgets which may affect the profitability of its developments

PNCI's fixed-price contract with Sobha Construction LLC sets out the specific scope of work to be completed, the timeline for completion, and the agreed-upon cost in respect of the Group's projects (see further "*Description of the Group's Business – Project Implementation Process*"). However, external factors such as inflationary pressure and raw material scarcity can potentially disrupt the project's progress and timeline despite such a fixed-price contract.

There have been significant increases in commodity and other prices recently driven by supply chain disruptions caused by increased international uncertainty due to the war in Ukraine and other geopolitical factors including the ongoing Israel-Hamas wars in Gaza, recent escalation of tensions between Israel and Iran and the Al-Houthi attacks on commercial shipping on Red Sea trade routes. For example, freight costs continue to increase which has driven up the prices of imported materials and equipment, higher gas supply and other raw material prices have resulted in increased prices of finished materials and copper and steel prices continue to rise which is driving up the price of related construction materials and finished equipment. Particularly if prices remain high for an extended time and the Group is unable to pass on these increases in full to its customers, this is likely to adversely affect the Group's profitability and margins in future periods. In addition, should one of the Group's suppliers default on its procurement arrangements with the Group for any reason, the Group may not be able to find suitable substitutes promptly, on similar terms or at all, causing a delay in the completion of the relevant projects. Any of the foregoing factors could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group's projects may be subject to delays due to labour shortage or disputes

The Group's projects may be impacted by strikes and work stoppages by its contracted workers. The workers engaged for the construction of the Group's projects are predominantly sourced from countries outside of the UAE using recruitment agencies. In recent years, the policies and practices with respect to the recruitment, compensation and treatment of construction workers in the UAE and other GCC countries has come under increased scrutiny. While the Group seeks to impose standards for the compliance with all relevant laws and regulations, the Group's relations with its contracted workers could deteriorate due to disputes related to the level of wages, accommodation or benefits or their response to changes in government regulation of workers and the workplace. In addition, changes in regulations such as more restrictive visa requirements or immigration laws relating to the employment of unskilled labour could lead to a shortage of contracted workers available to the Group. Any such labour shortage or stoppage or dispute may adversely affect the Group's ability to complete its projects on time as well as its brand and reputation and could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group's projects may be subject to delays due to utility and road infrastructure providers' inability to provide required services and connections to its developments within project delivery times

Access to certain of the Group's projects is dependent on the completion of connecting infrastructure, such as roads and utilities for which third party government utilities and agencies are responsible. There can be no assurance that material delays in delivering the Group's projects will not occur as a result of delays in the connection of infrastructure. For example, across the UAE, the demand for electricity, water and gas has increased substantially in the past decade and may continue to increase in the future if the development and population of the UAE continues to expand. The Group's current projects may be delayed and future projects may be hindered due to the inability of utility providers to provide the required levels of water and power generation and connections for these utilities in a timely manner. Any delays in the Group's projects, even when outside the Group's control, may adversely affect the Group's brand and reputation, as well as increase the costs associated with affected projects and delay the recognition of revenue by the Group in relation to such projects, all of which could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group's projects could be exposed to catastrophic events or acts of terrorism over which it has no control

The Group's projects could be adversely affected or disrupted by natural disasters (such as earthquakes, floods, tsunamis, hurricanes and fires) or other catastrophic events, including:

- changes to predominant natural weather, hydrologic and climatic patterns, including sea levels;
- major accidents, including chemical, radioactive or other material environmental contamination;
- major epidemics or pandemics affecting the health of persons in the MENA region and travel into the MENA region;
- fires resulting from faulty construction materials; and/or
- criminal acts or acts of terrorism.

The occurrence of any of these events at one or more of the Group's projects, or projects in the UAE or MENA region more generally, may cause disruptions to the Group's operations, which could have a material adverse effect on its business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party. In addition, such an occurrence may increase the costs associated with the Group's projects, may subject the Group to liability or impact its brand and reputation and may otherwise hinder the normal operation of the Group's projects. The effect of any of these events on the Group's financial condition and results of operations may be exacerbated to the extent that any such event involves risks for which the Group is uninsured or not fully insured (see further "*Risk Factors – Risk Factors Relating to the Group's Business – The Group may not have adequate insurance to cover potential losses*").

The Group has significant capital expenditure commitments and is likely to continue to have material funding requirements and the availability of financing to the Group may be limited

The Group has incurred, and anticipates that it will in the future, continue to incur, significant capital expenditure and that it may have material funding needs in relation to particular projects or to refinance existing indebtedness. The Group intends to fund its future capital expenditures and its financial obligations (including PNCI's obligations to pay amounts due under the Transaction Documents to which it is a party) principally through operating cash flows, borrowings/financing facilities from third parties (including by way of the issue of the Trust Certificates, through project financing and using committed bank funding lines) and asset sales (principally developed residential units). The availability of operating cash flow to the Group may, in certain cases, be limited (see further "*Risk Factors – Risk Factors Relating to the Group's Business – The terms of the Group's current and any future financings may restrict it from entering into certain transactions and/or limit its ability to respond to changing market conditions*").

The Group's ability to obtain external financing and the cost of such financing are dependent on numerous factors including general economic and market conditions, international interest/profit rates, credit availability from banks or other lenders/financiers, regulatory or central bank policy changes, investor confidence in the Group and the success of its business. In addition, ongoing developments in Shari'a standards and requirements, and the laws, regulations, circulars and guidance issued in order to implement such standards and requirements, could complicate further sukuk issuances in the future. This may result in the Group having difficulty in refinancing the Trust Certificates via Islamic capital markets (see also "*Risk Factors - Risk Factors Relating to the Trust Certificates - Absence of secondary market/limited liquidity*"). There can be no assurance that external financing, either on a short-term or long-term basis and whether to fund new projects or to repay existing financing, will be available or, if available, that such financing will be obtainable on terms that are not onerous to the Group.

In the event that appropriate sources of financing are not available or are only available on onerous terms and the Group does not have sufficient operating cash flow or cash generated from asset sales, this could adversely affect the Group's business through increased borrowing/financing costs and reductions in capital expenditure. In addition, the Group may be forced, amongst other measures, to do one or more of the following:

- delay or reduce capital expenditures;
- forego business opportunities, including new projects and joint ventures;
- sell assets on less than optimal terms; or
- restructure or refinance all or a portion of its debt on or before maturity.

Any such event, or combination of such events, could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The terms of the Group's current and any future financings may restrict it from entering into certain transactions and/or limit its ability to respond to changing market conditions

The Group's current financing arrangements contain various covenants that limit its ability to engage in specified types of transactions, including, among other things, its ability to incur or guarantee additional financial indebtedness and/or grant security or create any security interests, in addition to maintaining certain financial ratios. These provisions may restrict the Group's ability to respond to adverse economic conditions, which could have a material adverse effect on its business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

If the Group fails to satisfy any of its debt service obligations or breaches any related financial or operating covenants, the lender/financier could declare the full amount of the indebtedness to be immediately due and payable and could foreclose on any assets pledged as collateral. As a result, any default under any indebtedness to which the Group is party could result in a substantial loss to the Group.

Furthermore, if the Group obtains additional funding in the future, such funding will increase its leverage and could thereby limit its ability to raise further funding or react to changes in the economy or the markets

in which the Group operates and/or could prevent the Group from meeting its debt obligations. Additionally, incurring further debt could also, among other things:

- increase the Group's vulnerability to general economic and industry conditions;
- increase the risk that the Group may be unable to pay the interest, profit payments or principal on any outstanding obligations;
- require the Group to provide additional security over certain of its assets;
- require a substantial portion of cash flow from operations to be dedicated to the payment of financing costs and repayment of principal on the Group's indebtedness, thereby reducing its ability to use its cash flow to fund its operations, capital expenditures and future business opportunities;
- restrict the Group from making strategic acquisitions or cause it to make non-strategic divestitures;
- limit the Group's ability to obtain additional financing for working capital, capital expenditures, project development, debt service requirements, acquisitions and general corporate or other purposes; and
- limit the Group's ability to adjust to changing market conditions and place it at a competitive disadvantage compared to its competitors who are less highly leveraged.

Any of the foregoing consequences could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group could be adversely affected by market risks

The Group could be adversely affected by market risks that are outside its control, including, without limitation, volatility in the benchmark interest/profit rates. An increase in the benchmark interest/profit rates generally may also adversely affect the Group's cash flows by adversely impacting its profit margins and its funding costs. Interest/profit rates may also impact the attractiveness of real estate as an investment opportunity. For instance, if interest/profit rates increase materially, investment in real estate may become less appealing as an alternative to traditional financial investment products and could also deter potential customers from seeking mortgage financing to purchase the Group's properties, which could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

All of the above risks may be further exacerbated by the persisting global macroeconomic challenges, including increased benchmark interest/profit rates. Between March 2022 and July 2024, the U.S. Federal Reserve increased its benchmark rate by 525 basis points to between 5.25 per cent. and 5.50 per cent. The U.S. Federal Reserve subsequently cut rates by 25 basis points in each of September 2024, November 2024 and December 2024, resulting in a range of between 4.25 per cent. and 4.50 per cent. As at the date of this Base Offering Circular, the U.S. Federal Reserve has paused its rate cutting cycle after three consecutive reductions in 2024. In line with such decrease, the UAE Central Bank cut the base rate on the overnight deposit facility by 25 basis points in December 2024 from 4.65 per cent. to 4.40 per cent. As at the date of this Base Offering Circular, the UAE Central Bank has maintained such base rate at 4.40 per cent.

On 3 April 2025, the President Trump and the U.S. administration announced a minimum of 10% tariffs on imports from a number of countries into the U.S. and a number of trading partners with high trade deficits with the U.S. may be subject to additional tariff rates higher than the 10% base rate. On 9 April 2025, President Trump and the U.S. administration announced a 90 day pause in the implementation of tariffs. As at the date of this Base Offering Circular, the UAE is subject to the 10% base rate. The timing, amount and impact of such measures (including any retaliatory measures) cannot be predicted but could result in changes in supply and demand dynamics, costs of raw materials, lower economic growth and lower demand or pricing for the Group's developments. Market reactions to the uncertainty of such measures could further depress economic activity until more clarity about trade conditions and tariffs is achieved.

Aggressive or unexpected monetary policy tightening by the U.S. Federal Reserve could shock the markets, adversely affecting asset prices and ultimately economic growth. While global inflation is projected to decline from 5.9 per cent. in 2024 to 4.2 per cent. in 2025 and 3.5 per cent. in 2026 (*source*: IMF, World

Economic Outlook January 2025), as with the growth outlook, considerable uncertainty surrounds these inflation projections. Various factors which contributed to shaping inflation outlook in the past few years, including the Russia-Ukraine conflict, COVID-19 and the Israeli-Hamas conflict, which caused increases to energy prices and food prices (due to disruptions in the supply of commodities such as wheat, corn and fertilisers) still persist and are likely to prolong uncertainty in the global economy. Prolonged inflation could affect the wider global economy (by, for example, causing prompt broad-based selling in long-duration, fixed-rate debt, which could have negative implications for real estate markets) and the disposable income of the Group's customers, which, in turn, could have an adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The due diligence process that the Group undertakes in connection with new projects may not reveal all relevant facts

Before implementing a new project, the Group conducts due diligence to the extent it deems reasonable and appropriate based on the applicable facts and circumstances (see further "*Description of the Group's Business – Project Implementation Process*"). The objective of the due diligence process is to identify attractive investment opportunities and to prepare a framework that may be used from the date of investment to drive operational performance and value creation. When conducting due diligence, the Group evaluates a number of important business, financial, tax, accounting, regulatory, environmental and legal issues in determining whether or not to proceed with a project. Outside consultants, including legal advisers, accountants, investment banks and industry experts, are generally involved in the due diligence process in varying degrees depending on the type of project or investment. Nevertheless, when conducting due diligence and making an assessment regarding a project, the Group can only rely on resources available to it, including, in some circumstances, third party investigations. In some cases, information cannot be verified by reference to the underlying sources to the same extent as the Group could for information produced from its own internal sources. The due diligence process may at times be subjective and the Group can offer no assurance that any due diligence investigation it carries out with respect to any project will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such opportunity. Any failure by the Group to identify relevant facts through the due diligence process may mean that projected rates of return and other relevant factors considered by the Group in making investment decisions could prove to be significantly inaccurate over time. Any such inaccuracy could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The success of the Group's business depends on its ability to locate and acquire land suitable for development at attractive prices as well as certainty in legal status of such land

The Group's growth and profitability have been attributable in part to the Group's ability to locate and acquire land in prime locations at attractive prices and on favourable terms and conditions. Nearly all of the Group's developments in the UAE are located on land that has been designated by the Government of the UAE (the "**Government**") as land which can be acquired and owned by non-UAE nationals. All title in property in Dubai emanates from the Government. The principal source of land for the Group's developments in Dubai is land owned by Government-linked master developers and the success of the Group's business strategy and its future profitability will depend upon it being able to acquire land in prime locations and at attractive prices from such Government-linked master developers. The Group's long-term growth also depends on, among other things, its ability to maintain its level of development in Dubai while also locating and acquiring land suitable for development in other parts of the UAE. The Group may not be able to identify suitable sites for new projects or negotiate attractive terms for such acquisitions or developments from Government-linked master developers, the Government or property owners in other parts of the UAE. The number of attractive expansion opportunities may be limited and such opportunities may command high prices. In addition, the Group may be unable to enter into strategic partnerships with other governments and local companies in other parts of the UAE that may be necessary to source land in prime locations.

If the Group fails to acquire additional land suitable for development in prime locations, the Group may not be able to develop new projects in accordance with the Group's business strategy. Paying higher prices for land in the future could adversely affect the profitability of the Group's business. In addition, any adverse change in any of the relationships between the Group and the Government, any Government-linked master developers or any of the Group's strategic partners in the UAE may affect its ability to acquire land or the prices the Group pays for such land. Any inability to obtain additional suitable land for development in the future on commercially viable terms and prices could result in a material adverse effect on the Group's

business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

In addition, pursuant to the Dubai Real Estate Law of 2006, any transfer of interest in real estate which is not specified in either Article 3 or Article 4 of Regulation No. 3 of 2006 Specifying Areas where non-locals can own Property in Dubai ("**Regulation No. 3 of 2006**") to non-UAE nationals is not permitted. Some of the Group's developments (including The S) are located on land plots which are not specified in Regulation No. 3 of 2006. While the Group received a confirmation from the DLD that, notwithstanding the lack of such designation, transfers to non-UAE nationals of units located on such land plots are permitted (and the DLD has in the past issued and continues to issue title deeds with respect to such units to non-UAE nationals), there can be no assurance that the DLD position will not change and therefore there remains a residual uncertainty as to whether units in the such Group projects were validly sold or may continue to be validly sold to non-UAE nationals.

Real estate valuations are inherently subjective

The Group holds properties as investment properties (which are properties held for capital appreciation and land held for undetermined use), properties under development (which are properties under construction for sale) and properties held for sale. Investment properties are initially recognised at cost and, subsequently, accounted for at their fair value which is their open market value or, where such market value is not readily available, their value ascribed by an independent professional valuer. Properties under development and properties held for sale are stated at the lower of their cost or net realisable value, where net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to complete the sale. Accordingly, the Group's property valuations are based on assumptions as to their fair value, market value, cost and/or net realisable value (as applicable) which are not confirmed or investigated by the valuer or any other third party. The judgement of the Group's management and its valuers significantly impacts the determination of the value of its properties. Moreover, factors such as changes in regulatory requirements and applicable laws (including in relation to building and environmental regulations, taxation and planning), political conditions, the condition of financial markets and real estate markets, the financial condition of customers, potential adverse tax consequences, and interest and inflation rate fluctuations all mean that valuations are subject to further uncertainty. Therefore, the Group's property valuations are subjective and any valuations of the Group's properties stated in this Base Offering Circular are subject to substantial uncertainty and are made on the basis of assumptions which may not be correct. Any valuations of the Group's properties stated in this Base Offering Circular may exceed the value that could be obtained in connection with a concurrent sale of the properties and no assurance can be made that the valuations of the Group's properties will reflect actual sale prices, even where any such sale occurs shortly after the relevant valuation date. Neither should the valuations be taken as an indication of the availability of financing for the potential sale of any of the Group's properties or an indication of continuing demand for any of its properties. Significant differences between valuations and actual sales prices could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

In addition, a key component of determining the value of a property is based on the assessment by management and the valuer of real estate market conditions in Dubai and to the extent applicable, the UAE more generally. The Dubai real estate market is in turn affected by many factors such as general economic conditions, availability of financing, interest/profit rates and other factors, including supply and demand, which are beyond the Group's control and may adversely impact projects after their most recent valuation date. As a result, any material decline in the real estate market in Dubai and the UAE could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Real estate investments are illiquid

Because real estate investments are generally illiquid, and due to the cyclicity of real estate markets, the Group's ability to promptly sell one or more of its projects in response to changing political, economic, financial and investment conditions is limited. The real estate market is affected by many factors that are beyond the Group's control. In addition, to the extent that the Group requires third party funding to develop its projects, the Group may be required to grant a mortgage over certain projects, or parts thereof, to secure its payment obligations, which could preclude the Group from selling such projects or affected residential units in the event of a default under such financing arrangements. There can be no assurance that the sale of units in any of the Group's projects will be at a price which reflects the most recent valuation of the

relevant project, particularly if the Group is forced to sell in adverse economic conditions. Any of these factors, alone or in combination, could have a material adverse effect on the Group's real estate portfolio, which could in turn have a material adverse effect on its business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

PNCI is beneficially owned by one family whose interest could conflict with the Certificateholders

PNCI is controlled by the Menon family who, as of 31 December 2024, held all of PNCI's outstanding share capital. This gives the Menon family control over certain actions requiring shareholder approval, including, but not limited to, increasing or decreasing the authorised share capital of PNCI, the election of directors, declaration of dividends, the appointment of management and other policy decisions. While transactions with the Menon family and its affiliates (including the Related Companies (as defined below)) may benefit PNCI, conflicts of interest could arise between PNCI and the Menon family or its affiliates. Any such conflict of interest could have a negative impact on PNCI's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group relies on its senior management team and key employees

The Group relies on its senior management (the "**Leadership Team**") and key employees for the implementation of its strategy and its day-to-day operations. The Group's continued success will depend on its ability to continue to retain and attract appropriately qualified personnel, including those with the relevant technical expertise in the real estate development sector, to operate its business. Competition for appropriately qualified technical, marketing and support personnel with the relevant expertise in the property development sector in the UAE is intense, and there can be no assurance that the Group will continue to be able to successfully recruit such personnel. Should the Group experience the loss of one or more of its key members of management or staff and be unable to replace them in a timely fashion (or at all) with other appropriately qualified and experienced individuals, this may result in (among other things):

- a loss of organisational focus;
- poor execution of operations and the Group's corporate strategy; and/or
- an inability to identify and execute potential strategic initiatives such as future projects.

These adverse results could, among other things, reduce potential revenue, expose the Group to downturns in the markets in which it operates and/or otherwise adversely affect the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group is required to maintain and renew numerous licences and permits to operate

The Group's operations are required to comply with numerous laws and regulations, both at the emirate and federal level, and require the maintenance and renewal of commercial licences and permits to conduct its business from the launch of a master plan, through construction to sales and marketing. Because of the complexities involved in procuring and maintaining numerous licences and permits, as well as in ensuring continued compliance with different and sometimes inconsistent emirate and federal licensing regimes, the Group cannot give any assurance that it will at all times be in compliance with all of the requirements imposed on each of its projects, although the Group is not aware of any material breaches that currently exist. The Group's potential failure to comply with applicable laws and regulations or to obtain and maintain requisite approvals, certifications, permits and licences, whether intentional or unintentional, could lead to substantial sanctions, including criminal, civil or administrative penalties, revocation of the Group's licences and/or increased regulatory scrutiny, and liability for damages. It could also result in contracts to which the Group is a party being deemed to be unenforceable or invalidate or increase the cost of the insurance that the Group maintains for its project portfolio. For the most serious violations, the Group could also be forced to suspend operations until it obtains the required approvals, certifications, permits or licences or otherwise bring its operations into compliance. In addition, any adverse publicity resulting from any compliance failure, particularly as regards the safety of projects, could negatively impact the Group's reputation and have a material adverse effect on its business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Furthermore, changes to existing, or the introduction of new laws, regulations or licensing requirements are beyond the Group's control and may be influenced by political or commercial considerations not aligned with the Group's interests. Any such laws, regulations or licensing requirements could adversely affect the Group's business by reducing its revenue and/or increasing its operating costs, and the Group may be unable to mitigate the impact of such changes. Any of these occurrences could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group may incur unanticipated costs related to compliance with health and safety and environmental laws and regulations

The Group has adopted safety standards to comply with applicable laws and regulations. If the Group fails to comply with the relevant standards, it may be liable for penalties and the Group's business and/or reputation might be materially and adversely affected.

In addition, the Group seeks to ensure that it complies with all applicable environmental, health and safety laws. While PNCI believes that the Group is in material compliance with such laws, there can be no assurance that it will not be subject to potential liability, including remediation obligations with respect to contaminated project sites or liability in the event of an accident at one of its projects. If an environmental liability arises in relation to, or an accident occurs at, any project owned or developed by the Group and it is not remedied, is not capable of being remedied or is required to be remedied at the Group's cost, this may have a material adverse effect on the relevant project, the Group's reputation and its business, financial condition and results of operations (either because of the cost implications for the Group or because of disruption to services provided at the relevant project) and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party. Moreover, it may result in a reduction of the value of the relevant project or affect the Group's ability to dispose of residential units in such project.

Amendments to existing laws and regulations relating to health and safety standards and the environment may impose more onerous requirements on the Group and subject its developments to more rigorous scrutiny than is currently the case. The Group's compliance with such laws or regulations may necessitate further capital expenditure or subject it to other obligations or liabilities, which could have a material adverse effect on its business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group is dependent on its IT systems, which may fail or be subject to disruption

The Group's operations are dependent on its information technology ("IT") systems, and there is a risk that these systems could fail. The Group cannot be certain that its IT systems will be able to support the volumes of online traffic it may experience. Although the Group maintains business continuity procedures and security measures in the event of IT failures or disruption, including backup IT systems for business critical systems, these procedures and measures may not anticipate, prevent or mitigate a network failure or disruption and will not protect against an incident to the extent that there is no alternative system or backed-up data in place.

The Group's staff and its IT systems process sensitive personal customer data and therefore must comply with strict data protection and privacy laws. Such laws and regulations restrict the Group's ability to collect and use personal information relating to customers and potential customers including the use of that information for marketing purposes. The Group is also at risk from cyber-crime. Whilst it has implemented procedures to ensure compliance with the relevant data protection regulations and has implemented security measures to help prevent cyber-crime (see further "*Description of the Group's Business – Information Technology*"), the Group remains exposed to the risk that sensitive data is wrongfully appropriated, lost or disclosed in breach of applicable regulation. In such a case, the Group could face liability under data protection laws or sanctions by card merchants. This could also result in the loss of customer goodwill and deter new customers which could materially adversely affect the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group may not have adequate insurance to cover potential losses

Although the Group seeks to ensure that its projects are appropriately insured, no assurance can be given that any of its existing insurance policies will be sufficient to cover losses arising from certain events or will be renewed on equivalent, commercially reasonable terms or at all. In addition, given the volatility and

complexity of the Group's market, certain types of risks and losses are either uninsurable or uneconomical to insure (for example, among others, risks or losses relating to war, terrorism, geopolitical climate, threats to cyber-security, currency fluctuation, general economic crisis and inadequate succession planning). Furthermore, it may be difficult to identify appropriate insurance solutions to cover these risks, given the vast variety and complexity of products offered in the insurance market in recent years.

The Group's properties and business could suffer physical damage from fire or other causes, resulting in losses (including loss of future income) that may not be fully compensated by insurance. If the Group experiences an uninsured or uninsurable loss in the future or if any insurance proceeds which it receives are insufficient to repair or replace a damaged or destroyed property, the Group could incur significant capital expenditure and its business results could be materially adversely affected. The Group may also remain liable for any debt or mortgage, indebtedness or other financial obligations related to the relevant project. Any significant insurance claims in respect of incidents at any of its projects could also result in significantly increased insurance premiums or make the relevant insurance more difficult to obtain.

Where the Group experiences an insured-against event, it cannot be certain that the proceeds of insurance which it receives will fully cover its loss including, for example, in the case where a financing document provides that any insurance proceeds should be used to prepay the lenders/financiers. The Group's insurance policies may be subject to deductibles or exclusions that could materially reduce the amount that it recovers and, in certain circumstances, the policies could be void or voidable at the option of the insurer. In addition, the Group's insurers may become insolvent and therefore not be able to satisfy any claim in full or at all.

The occurrence of any of these events could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Any deterioration of the value of the Sobha brand or of any its other brands or infringement of the Group's trademarks and other intellectual property could materially adversely affect its business

The Group relies on brand recognition and the goodwill associated with the Sobha brand and the other brands which it is creating, such as Sobha, Sobha Hartland and Sobha Siniya Island. Therefore, the name "Sobha" and its associated brand and trading names and trademarks are key to the Group's business. A deterioration of the value of the Sobha brand or of any its other brands, whether due to property related issues, customer complaints, adverse publicity, legal action, third party infringements or other factors in any jurisdiction, including due to common shareholding and/or related entities' use of the "Sobha" brand, could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Risk Factors Relating to the UAE, the MENA Region and Emerging Markets

The Group is subject to political and economic conditions in the UAE

All of the Group's operations and assets are located in the UAE. While the UAE has historically not been affected by political instability, there is no assurance that any political, social, economic and market conditions affecting the MENA region generally (as well as outside the MENA region because of interrelationships within the global financial markets) would not have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Specific risks in the UAE and the MENA region that may have a material impact on the Group's business, results of operations and financial condition include:

- an increase in inflation and the cost of living;
- a devaluation in the dirham or any other currency which has an impact on the Group's business;
- external acts of warfare and civil clashes or other hostilities involving nations in the region;
- governmental actions or interventions, including tariffs, protectionism and subsidies;

- difficulties and delays in obtaining governmental or other approvals, new permits and consents for the Group's operations or renewing existing ones;
- potential lack of transparency or reliability as to title to real property;
- cancellation of contractual rights;
- lack of infrastructure;
- expropriation or nationalisation of assets;
- continued regional and/or global political instability and unrest, including government or military regime change, riots or other forms of civil disturbance or violence, including through acts of terrorism which could adversely affect the UAE economy (see further "*Risk Factors – Risk Factors Relating to the UAE, the MENA Region and Emerging Markets – Continued political and economic instability and unrest globally could adversely affect the Group's business*");
- military strikes or the outbreak of war or other hostilities involving nations in the region;
- a material curtailment of the industrial and economic infrastructure development that is currently underway across the MENA region;
- increased government regulations, or adverse governmental activities, with respect to price, import and export controls, the environment, customs and immigration, capital transfers, foreign exchange and currency controls, labour policies, land and water use and foreign ownership;
- changing tax regimes, including the imposition of taxes in currently tax favourable jurisdictions, including the UAE;
- arbitrary, inconsistent or unlawful government action, including capricious application of tax laws and selective tax audits;
- limited availability of capital or debt financing; and
- slowing regional and global economic environment.

Any unexpected changes in the political, social, economic or other conditions in the UAE or its neighbouring countries may have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party. It is not possible to predict the occurrence of events or circumstances such as or similar to those outlined above or the impact of such occurrences and no assurance can be given that the Group would be able to sustain its current profit levels if such events or circumstances were to occur.

Investors should also be aware that emerging markets are subject to greater risks than more developed markets, including in some cases significant legal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in developing markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved.

The GCC economies are dependent on the price of oil, which has been volatile

The UAE economy as a whole, and the economies of other countries in the GCC, are exposed to oil price volatility and are affected by the level of government spending. Oil represents a sizeable segment of the economies of countries in the GCC, including the UAE, and has contributed to the increase in economic activity in the region, including the demand for properties and property development. Oil prices are highly volatile and extremely sensitive to political and economic turmoil. In addition, the price of oil and its volatility depend on factors including global economic and weather conditions; actions by OPEC; government regulations, both domestic and foreign; price inflation of raw materials; regional conflicts in the oil producing nations; the price of foreign imports of oil and gas; the cost of exploring for, producing, and delivering oil and gas; the discovery rate of new oil and gas reserves; the rate of decline of existing and new oil and gas reserves; the ability of oil and gas companies to raise capital; and the overall supply and demand for oil and gas.

As oil is the most important export of GCC and certain other countries where the Group's customers originate from, any change in oil prices affects various macroeconomic and other indicators, including, but not limited to, GDP, government revenues, balance of payments and foreign trade. International oil prices have been volatile in the past three years. According to data produced by OPEC, the average annual OPEC reference basket prices in 2022, 2023 and 2024 were U.S.\$82.95 per barrel, U.S.\$100.08 per barrel and U.S.\$79.89 per barrel, respectively. In 2022, oil and gas prices increased significantly, principally reflecting concerns related to the Russia-Ukraine war. Although upstream oil and gas exporters benefit from high prices, downstream industries typically continue operating under tightening margins due to rising raw material prices. Although oil prices generally declined in 2023, there can be no assurance that there will not be any future significant and sustained increases to oil prices, due to the ongoing Russia-Ukraine war, the ongoing conflict between Israel and Hamas, Hezbollah and Iran or for any other reason. The price of the OPEC reference basket as at 31 December 2024 was U.S.\$74.59 per barrel.

OPEC member countries produce approximately 40 per cent. of the world's crude oil (according to the World Economic Forum) and, as such, targets set by OPEC to manage oil production in its member countries can affect oil prices. Historically, the announcement of production cuts by OPEC has led to oil price rises in the short- to medium-term. While efforts have been made by OPEC and non-OPEC oil producing countries participating in the Declaration of Cooperation to control oil price volatility by agreeing staged reductions in oil production in recent years, there can be no assurance that such collaboration will achieve its stated goals or influence oil prices beyond the short-term. Further factors that may affect the price of oil include, but are not limited to:

- regional and global economic and political developments, including the Russia-Ukraine conflict and international response measures;
- maintenance of the sanctions regimes relating to Russia, Venezuela and Iran;
- general economic and political developments in oil-producing regions, particularly in the Middle East;
- global and regional supply and demand, and expectations regarding future supply and demand, for oil products;
- global weather and environmental conditions.

Should there be a significant decrease in oil prices negatively affecting the economies of the region, this could limit the interest or ability of customers and potential customers who are based in the Middle East to buy the Group's properties.

Any decrease in the rate of growth of the economies in the region could also result in a reduction in investment in infrastructure, which directly affects the value of the Group's properties and the Group's ability to undertake new projects. The slowing of these economies could also negatively affect investment in and demand for the Group's properties, which could result in a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Continued political and economic instability and unrest globally could adversely affect the Group's business

While the UAE has historically enjoyed significant economic growth and relative political stability, there can be no assurance that such growth or stability will continue. Investors should note that the Group's businesses and financial performance may be affected by the financial, political and general economic conditions prevailing from time to time in the UAE and the MENA region. For example, the economic fallout from the Russia-Ukraine conflict (and the related sanctions imposed on Russian persons, entities and institutions), the Israel-Hamas war in Gaza, tariff announcements from the U.S. on a number of its trading partners, the continued attacks on commercial shipping in the Red Sea by Al-Houthi rebels and the recent escalation of tensions between Israel and Iran, has had and may continue to have a severe negative impact on the global economy and, in turn, the UAE economy where there has been a slowdown of the high rates of growth previously experienced.

While the UAE is seen as a relatively stable political environment, certain other jurisdictions in the MENA region are not, and there is a risk that regional geopolitical instability could impact the UAE. Instability in

the MENA region may result from a number of factors, including government or military regime change, civil unrest or terrorism.

On 17 January 2022, the Houthis, a militant Yemeni movement, claimed responsibility for what the UAE described as a drone and missile attack on Abu Dhabi at the facilities of Abu Dhabi National Oil Corporation, a state-owned oil company. In the following weeks, UAE forces intercepted three more hostile drones that entered UAE airspace, one of which was claimed by an Iraqi militia group. These situations have caused significant disruption to the economies of affected countries and may have had a destabilising effect on international oil and gas prices. In February 2022, an armed conflict ignited between Russia and Ukraine. The conflict is resulting in tragic loss of life, a flux of refugees to neighbouring countries, as well as causing significant damage to Ukraine's physical infrastructure. The United States, the United Kingdom, the EU, Japan, Canada and other countries have implemented extensive and unprecedented sanctions (including SWIFT cut-off) against certain Russian entities, persons and sectors, including Russian financial, oil and defence companies as a result of the conflict. In addition, certain countries in the North Atlantic Treaty Organisation have banned the import of Russian oil and transactions with the Central Bank of Russia, with more predicted to follow suit in respect of Russian gas. As a result of the Russia-Ukraine conflict, the economic sanctions imposed on Russia and retaliatory measures adopted by Russia, energy and commodity prices (including wheat and other grains) have surged, adding to the inflationary pressures experienced globally caused by the COVID-19 pandemic. This has caused and will likely continue to cause significant disruptions to regional economies and global financial markets. While not directly impacting the UAE's territory, the dispute could negatively affect the Group's customers, in particular those originating from Eastern Europe. This, in turn, may have an adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Though the effects of the uncertainty have been varied, it is not possible to predict the occurrence of events or circumstances such as war or hostilities, or the impact of such occurrences, and no assurance can be given that the UAE would be able to sustain its current economic growth levels if adverse political events or circumstances were to occur. Continued instability affecting the countries in the MENA region could adversely impact the UAE, although, to date, there has been no significant impact on Dubai or the UAE.

The UAE, and Dubai in particular, is also dependent on expatriate labour and has made significant efforts in recent years to attract high volumes of foreign businesses and tourists to the emirate. These steps make it potentially more vulnerable should regional instability increase. In addition, the continued instability affecting countries in the MENA region could negatively impact the number of foreign businesses seeking to invest in the UAE, while also affecting the number of tourists visiting the UAE. The Group has benefited from this favourable environment for investment by non-UAE nationals in the Dubai real estate market and should Dubai be viewed as a less attractive destination, this could have an adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

A lack or a perceived lack of transparency in the UAE real estate market may adversely impact the Group

Whilst Dubai's real estate market has recently entered the "transparent" score and Abu Dhabi's real estate market entered the "semi-transparent" score according to the 2024 Global Real Estate Transparency Index published by Jones Lang LaSalle, no assurance can be given that it will remain in this category in the future. The degree of transparency of a real estate market is determined by reference to a number of factors, including comparable transactions, the accessibility of information relating to counterparties and land title, the reliability of market data, the clarity of regulations relating to all matters of real estate conveyance and access to government agencies able to verify information provided by counterparties in connection with real estate transactions, all of which are outside the Group's control. There can be no assurance that the factors described above will not result in the discovery of information or liabilities that could affect the value, expected purpose or returns on investment of the Group's investments to an extent that may result in a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

- the ability of members of OPEC and other crude oil-producing nations to agree upon and maintain specified global production levels and prices;
- the impact of international environmental regulations designed to reduce carbon emissions;
- other actions taken by major crude oil-producing or consuming countries;

- prices and availability of alternative fuels, global economic and political conditions, prices and availability of new technologies using alternative fuels;
- the impact of pandemics and other public health crises; and

UAE visa legislation may have an adverse effect on the Group's business

Although the Group has a diverse customer base, non-UAE nationals are the most significant customer category due to the freehold nature of the Group's projects (see further "*Description of the Group's Business – Customers*"). As a result, the Group's customer base could be materially impacted by any change in the UAE's visa policies which have, in recent years, been favourable to foreign investment in real estate.

Federal Decision No. 281 of 2009 issued by the Minister of the Interior in May 2009 (the "**Resolution**"), which came into effect on 1 June 2009, standardised the terms of residency permits issued to expatriate residential property owners across the UAE. The decree allows expatriate property owners to apply for renewable multiple-entry visas with a validity of six months. The residency permit does not entitle the holder to work in the UAE and is, in effect, a long-term visit visa. In order to successfully apply for the new permit, expatriate property owners must satisfy certain criteria, including a minimum property valuation of at least AED 1 million, earning thresholds and the maintenance of appropriate insurance. The UAE federal government has introduced other new visa measures to make the UAE more appealing to investors, entrepreneurs, skilled personnel and outstanding students, including the 10-year 'Golden' visa. However, any restrictive changes to the UAE's visa policies in the future may discourage foreign nationals from investing in property in the UAE, which would have an adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The UAE recently introduced corporation tax

On 9 December 2022, the UAE Ministry of Finance released the Federal Decree Law No. 47 of 2022 which introduced a corporate income tax ("**CIT**") on business profits with effect from 1 June 2023. The CIT will impact the Group's future tax charge and, as the Group's accounting year ends on 31 December, the effective implementation date for the Group is from 1 January 2024 to 31 December 2024, with the first return to be filed on or before 30 September 2025. The CIT will apply on the taxable net profits of a business. It will not apply to taxable profits up to AED 375,000 and will apply at a standard statutory tax rate of 9 per cent. to taxable profits in excess thereof. See note 1 and note 30 to the 2024 Financial Statements and note 1 and note 28 to the 2023 Financial Statements.

The implementation of changes to corporation tax (or any other analogous tax regime) may have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

If the UAE authorities impose new tax regimes on the Group in addition to the CIT or introduce any other changes in tax laws which make doing business in Dubai less attractive, this may have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

The Group may be negatively affected by changes in laws and regulations in Dubai and the UAE generally

The laws and regulations that currently regulate the real estate market in Dubai and the UAE generally are relatively untested or under development and, accordingly, there is uncertainty surrounding their interpretation and application. No assurance can be given that the current laws will be enforced or interpreted in a manner that will not have a material adverse effect on the Group's business, financial condition and results of operations.

Further, any changes in applicable laws and regulations (including their interpretation by the relevant authorities and/or the courts), particularly pertaining to foreign investment and trade, taxation, title to property or transfer of title, may require a considerable amount of time for the Group, as well as other participants in the real estate industry, to interpret and may lead to unfavourable market conditions. For instance:

- compared to more mature real estate markets, such as those in Western Europe and North America, the real estate market of Dubai and of the UAE generally has been open to investment by non-UAE nationals for a relatively short time. Pursuant to the Dubai Real Estate Law of 2006, any transfer of interest in real estate which is not specified in either Article 3 or Article 4 of Regulation No. 3 of 2006 to non-UAE nationals is not permitted. Any changes to this position that restrict the ability of non-UAE nationals to own property in Dubai may have a material adverse effect on the real estate sector in Dubai;
- the transfer fee to register a transfer of ownership in Dubai was increased to 4 per cent. in 2013, a value added tax was introduced in the UAE with effect from 1 January 2018 and the CIT was introduced with effect from 1 June 2023. Any increases to these taxes or introduction of further property registration or transfer fees and/or taxes may curb real estate activity in Dubai and the UAE; and
- Dubai Law No. (19) of 2017 amending Dubai Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai outlines the process which developers must follow to terminate off-plan sale and purchase agreements in the case of customer defaults. Any changes to this process may result in an increased administrative burden on developers like the Group or may impact non-UAE nationals' willingness to invest in real estate in Dubai or the UAE.

Other changes that may have a material adverse effect on the Group include:

- changes to the UAE planning and construction laws and regulations;
- changes in the UAE building and construction codes (which could increase construction costs);
- changes to the laws relating to the Group's ability to sell units off-plan;
- changes to the laws relating to real estate brokerage;
- changes to UAE visa laws restricting or prohibiting the influx of expatriate workers;
- changes to, or the revocation of, the laws allowing ownership of land by non-UAE nationals; and
- the introduction of limits or restrictions on mortgage financing.

Any of the foregoing may limit the Group's activities and ability to realise returns and may have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Foreign exchange policy, inflation and exchange rates may adversely affect the Group

Prices for the Group's units are mainly quoted and paid for in AED or in local currencies which are also pegged to the U.S. dollar. The AED has been "pegged" at a fixed exchange rate to the U.S. dollar since 22 November 1980. The relative weakness of the U.S. dollar over the past decade has made investment into the UAE more attractive to investors whose base currency is not, or is not pegged to, the U.S. dollar. Accordingly, the Group's ability to sell properties to customers purchasing in currencies other than the AED or another currency pegged to the U.S. dollar may be materially adversely affected if the U.S. dollar strengthens against the currencies of such customers' jurisdictions, as demand from such customers would likely fall. Similarly, if the AED/U.S. dollar peg were removed or altered, and were to result in a strengthening of the AED against the currencies of jurisdictions in which a significant number of the Group's customers are based, the Group's properties may become less attractive to such customers, which may result in a decrease in demand for the Group's properties and require the Group to realise smaller margins or losses on units sold. Many of the Group's customers are based outside the UAE in jurisdictions whose currencies are not pegged to the U.S. dollar and, accordingly, the Group is exposed to the potential impact of any change to, or abolition of, the exchange rate peg between the U.S. dollar and the AED.

The Group was exposed to foreign exchange risks arising from foreign currency exposures with respect to Indian Rupee as PNCI had investments in the equity shares of Sobha Limited in that currency. On 4 March 2024, PNCI transferred its investment in Sobha Limited with effect from 1 January 2024 and accordingly, the Group no longer has foreign currency exposures with respect to Indian Rupee.

Inflation and foreign currency exchange rates in the UAE have historically been contained and stable. Monetary policy is set by the Central Bank of the UAE and fiscal policy is set by the Federal Ministry of Finance for the federal budget, and by each of the individual emirates for the respective emirate budgets. However, change in monetary policy is to some extent restricted due to the AED being pegged to the U.S. dollar. The occurrence of excessive inflation, devaluation in the local currency or an elimination of the AED/U.S. dollar peg which allows for greater change in UAE monetary policy could have a material adverse effect on the Group's business, financial condition and results of operations and therefore affect PNCI's ability to perform its obligations under the Transaction Documents to which it is a party.

Risk Factors Relating to the Lease Assets

Risk Factors Relating to the Lease Assets

Limitations relating to the indemnity provisions under the Purchase Undertaking and the Master Declaration of Trust

PNCI has undertaken in the Purchase Undertaking and the Master Declaration of Trust that (i) if, at the time of delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, PNCI remains in actual or constructive possession, custody or control of all or any part of the Lease Assets, the Certificateholder Put Right Lease Assets, the Tangibility Event Certificateholder Put Right Lease Assets or the Change of Control Put Right Lease Assets (each as defined in the Purchase Undertaking), as the case may be; and (ii) if, following delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, the relevant Exercise Price, the Certificateholder Put Right Exercise Price, the Tangibility Event Certificateholder Put Right Exercise Price or the Change of Control Exercise Price, as the case may be, is not paid in accordance with the provisions of the Purchase Undertaking for any reason whatsoever, PNCI shall (as an independent, severable and separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the Trust Certificates then outstanding or the Certificateholder Put Right Trust Certificates, the Tangibility Event Certificateholder Put Right Trust Certificates or the Change of Control Put Right Trust Certificates (each as defined in the Purchase Undertaking), as the case may be, and, accordingly, the amount payable under any such indemnity claim will equal the Exercise Price, the Certificateholder Put Right Exercise Price, the Tangibility Event Certificateholder Put Right Exercise Price or the Change of Control Exercise Price, as the case may be.

Subject to the satisfaction of the conditions in (i) and (ii) as described above, if PNCI fails to pay the Exercise Price, the Certificateholder Put Right Exercise Price, the Tangibility Event Certificateholder Put Right Exercise Price or the Change of Control Exercise Price, as the case may be, in accordance with the Purchase Undertaking, the Delegate (on behalf of the Certificateholders) may, subject to the matters set out in Condition 15 (*Dissolution Events*) and the terms of the Master Declaration of Trust, seek to enforce, *inter alia*, the provisions of the Purchase Undertaking and the Master Declaration of Trust against PNCI by commencing legal or arbitral proceedings.

However, investors should note that, in the event that PNCI does not remain in actual or constructive possession, custody or control of all or any part of the Lease Assets, the Certificateholder Put Right Lease Assets, the Tangibility Event Certificateholder Put Right Lease Assets or the Change of Control Put Right Lease Assets, as the case may be, at the time of delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, the condition in (i) as described above will not be satisfied and, therefore, no amounts will be payable by PNCI under the separate indemnity provisions. For the avoidance of doubt, no investigation has been or will be made by the Trustee, the Arrangers, the Dealers or the Delegate as to whether PNCI has or will continue to have actual or constructive possession, custody or control of any Lease Assets.

Accordingly, in such event, the Delegate (on behalf of the Certificateholders) may be required to establish that there has been a breach of contract by PNCI and to prove for damages. Such breach of contract may be due to (i) a breach by PNCI of the requirement to purchase the Trustee's rights, title, interests, benefits and entitlements, present and future, in, to and under the Lease Assets on the relevant Dissolution Date pursuant to the provisions of the Purchase Undertaking; and/or (ii) a breach by PNCI (acting in its capacity as Lessee pursuant to the provisions of the Master Lease Agreement) of its undertaking to maintain actual or constructive possession, custody or control of all of the Lease Assets.

As a result, the Delegate (on behalf of the Certificateholders) may not be able to recover, or may face significant challenges in recovering, an amount equal to the Exercise Price, the Certificateholder Put Right Exercise Price, the Tangibility Event Certificateholder Put Right Exercise Price or the Change of Control

Exercise Price, as the case may be, and in turn, the amount payable to the Certificateholders upon redemption.

Ownership of the Lease Assets

In order to comply with the requirements of *Shari'a*, an ownership interest in the Lease Assets should pass to the Trustee under the Master Purchase Agreement, as supplemented by the relevant Supplemental Purchase Agreement (together, the "**Purchase Agreement**") and the Trustee will lease the Lease Assets to PNCI under the Master Lease Agreement, as supplemented by the relevant Supplemental Lease Agreement. The Trustee will declare a trust in respect of the Lease Assets and the other Trust Assets in favour of the Certificateholders of the relevant Series pursuant to the Master Declaration of Trust, as supplemented by the relevant Supplemental Declaration of Trust. Accordingly, from a *Shari'a* perspective, Certificateholders should, through the ownership interest obtained by the Trustee pursuant to the terms of the Purchase Agreement, have an undivided ownership interest in the relevant Lease Assets.

Limited investigation or enquiry will be made and limited due diligence will be conducted in respect of any Lease Assets. The Lease Assets will be selected by PNCI, and the Certificateholders, the Trustee, the Arrangers, the Dealers, the Delegate and the Agents will have no ability to influence such selection. Only limited representations will be obtained from the relevant Seller(s) and PNCI in respect of the Lease Assets. Although the relevant Seller(s) and PNCI have undertaken in the Master Purchase Agreement to do all acts or things as may be reasonably requested by the Trustee or required by applicable law to implement the intended purpose of the Master Purchase Agreement or otherwise to preserve or enforce the Trustee's rights under the Master Purchase Agreement, the parties have acknowledged that the title to the Lease Assets is not intended to be registered (to the extent registrable) in the name of the Trustee and the relevant seller shall hold the registered title to the relevant Lease Assets for and on behalf of the Trustee. Therefore, in the absence of registration of the Lease Assets with the Dubai Land Department, Certificateholders shall not have any enforceable claim to any Lease Assets.

Transfer, possession, custody or control of the Lease Assets

Limited investigation has been or will be made by PNCI, the Trustee, the Arrangers, the Dealers or the Delegate as to whether any interest in any Lease Assets may be transferred as a matter of the law of the jurisdiction where such assets are located or any other relevant law and no investigation has been or will be made by the Trustee, the Arrangers, the Dealers or the Delegate as to whether PNCI is in actual or constructive possession, custody or control of any Lease Assets.

The occurrence of a Loss Event may have a significant adverse effect on the liquidity and market value of the Trust Certificates of the relevant Series and could result in the Trust Certificates of the relevant Series being redeemed early

In relation to each Series: (a) if, as a result of the occurrence of a Partial Loss Event the ratio of: (i) the Value of the Lease Asset(s) of that Series (which for this purpose shall exclude any Impaired Lease Asset(s)); to (ii) the aggregate of the Value of the Lease Asset(s) of that Series and, if applicable for such Series, the aggregate amounts of Deferred Sale Price the outstanding applicable to such Series at such time falls below 33 per cent.; or (b) a Total Loss Event occurs, the Servicing Agent shall upon becoming aware of any such occurrence, promptly notify the Trustee.

The Trustee shall, upon receipt of such notice from the Servicing Agent, promptly notify Certificateholders in accordance with Condition 18 (*Notices*) that: (i) such event has occurred; (ii) from the date of such notice and until further notice from the Trustee, in consultation with the *Shari'a* Adviser, stating otherwise, the Trust Certificates of the relevant Series should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis); and (iii) on the date of such notice an application will be made for the Trust Certificates of the relevant Series to be delisted from any stock exchange (if any) on which such Trust Certificates have been admitted to listing or if such date is not a business day, on the next following business day.

In respect of a Partial Loss Event, following replacement of the relevant Impaired Lease Asset(s) in accordance with the Servicing Agency Agreement, the Servicing Agent shall notify the Trustee and the Delegate of the same and the Trustee shall promptly, following receipt of such notice from the Servicing Agent and in consultation with the *Shari'a* Adviser, deliver a notice to the Certificateholders in accordance with Condition 18 (*Notices*) that: (1) from the date of that notice the Trust Certificates of the relevant Series

may be traded at any price; and (2) the Trust Certificates of the relevant Series shall be re-listed, as soon as reasonably practicable, on the stock exchange (if any) on which the Trust Certificates had previously been admitted to listing.

Accordingly, the occurrence of a Loss Event may (due to, among other things, its impact on tradability of the Trust Certificates) have a significant adverse effect on the liquidity and market value of the Trust Certificates.

If a Partial Loss Event occurs with respect to the Lease Assets of a Series, the Lessee may, within 30 days after the Partial Loss Event (and provided that the relevant Lease Assets have not already been replaced in accordance with the Servicing Agency Agreement), deliver to the Lessor a Partial Loss Termination Notice, pursuant to which the Lease shall terminate on the 61st day after the date of the Partial Loss Event. If the Lessee does not serve a termination notice within 30 days after the Partial Loss Event and the relevant Lease Assets have not been replaced within 60 days after the date of the Partial Loss Event, the Lease shall automatically terminate on the 61st day after the Partial Loss Event occurred and such termination of the Lease in either of the circumstances set out in this paragraph shall constitute a PNCI Event, following which the Trust Certificates of the relevant Series may be redeemed in full in accordance with the Conditions.

Upon the occurrence of a Total Loss Event, the Lease shall automatically terminate and, unless the Lease Asset(s) is/are replaced as provided in the Servicing Agency Agreement by no later than the 60th day after the occurrence of the Total Loss Event, the Trust Certificates shall be redeemed in full by no later than the close of business in London on the 61st day after the occurrence of the Total Loss Event (or, if such date is not a Payment Business Day, on the immediately following Payment Business Day). If, following the occurrence of a Total Loss Event, the Lease Asset(s) is/are replaced as provided in the Servicing Agency Agreement, the Trust Certificates of the relevant Series shall not be redeemed early as a result of the relevant Total Loss Event and Certificateholders will receive profit that would have otherwise accrued (had a Total Loss Event not occurred) only on the next Periodic Distribution Date following the acquisition of Replacement Lease Asset(s).

Certificateholders should note that, in circumstances where (a) rental has ceased to accrue under the Lease Agreement and profit has ceased to accrue under the Trust Certificates and (b) a Periodic Distribution Date falls on a day after the occurrence of a Total Loss Event but before the date on which Replacement Lease Assets are acquired by the Trustee (if any), they will receive, on such Periodic Distribution Date, only part of the Periodic Distribution Amounts that would have otherwise been due to them and will receive the Periodic Distribution Amounts that would have otherwise accrued (had a Total Loss Event not occurred) only on the next Periodic Distribution Date following the acquisition of such Replacement Lease Assets by the Trustee, or, if earlier, on the date on which the Trust Certificates are dissolved in accordance with the Conditions.

The occurrence of a Tangibility Event may have a significant adverse effect on the liquidity and market value of the Trust Certificates

Following the occurrence of a Tangibility Event, the Certificateholders will be promptly notified: (a) that a Tangibility Event has occurred; (b) that, as determined in consultation with the *Shari'a* Adviser, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis); (c) that, on the date falling 15 days following the Tangibility Event Put Right Date, the Trust Certificates will be delisted from any stock exchange on which the Trust Certificates have been admitted to trading; and (d) the Tangibility Event Put Period, during which period any Certificateholder shall have the option to require the redemption of all or any of its Trust Certificates. Upon receipt of such notice, the Certificateholders may elect, within the Tangibility Event Put Period, for all or any of their Trust Certificates to be redeemed in accordance with the Conditions. Accordingly, a Tangibility Event may have a significant adverse effect on the liquidity and market value of the Trust Certificates.

Risk Factors Relating to the Trust Certificates

The Trust Certificates are limited recourse obligations

The Trust Certificates are not debt obligations of the Trustee. Instead, the Trust Certificates represent an undivided ownership interest solely in the Trust Assets. Recourse to the Trustee in respect of the Trust Certificates is limited to the Trust Assets and the proceeds of such Trust Assets are the sole source of

payments on the Trust Certificates. Upon the occurrence of a Dissolution Event, the sole rights of each of the Delegate and, through the Delegate, the Certificateholders, will be against PNCI to perform its obligations under the Transaction Documents to which it is a party. Certificateholders will have no recourse to any assets of the Trustee or PNCI in respect of any shortfall in the expected amounts due under the Trust Assets. PNCI is obliged to make certain payments under the Transaction Documents to which it is a party directly to the Trustee, and the Delegate will have recourse against PNCI to recover such payments due to the Trustee pursuant to the Transaction Documents to which it is a party. In the absence of default by the Delegate, investors have no recourse to PNCI and there is no assurance that the net proceeds of any enforcement action with respect to the Trust Assets (which, as described above, will be by way of enforcing each of PNCI's and the Trustee's respective obligations under the Transaction Documents to which they are a party) will be sufficient to make all payments due in respect of the Trust Certificates. After enforcing the rights in respect of the Trust Assets (in the manner described above) and distributing the net proceeds of such Trust Assets in accordance with Condition 6.2 (*Application of Proceeds from the Trust Assets*), the obligations of the Trustee in respect of the Trust Certificates shall be satisfied and neither the Delegate nor any Certificateholder may take any further steps against the Trustee to recover any further sums in respect of the Trust Certificates and the right to receive any such sums unpaid shall be extinguished. Furthermore, under no circumstances shall the Trustee, the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the Transaction Documents. The sole right of the Trustee, the Delegate and the Certificateholders against PNCI shall be to enforce the obligation of PNCI under the Transaction Documents to which it is a party.

Consents to variation of the Conditions, the Trust Certificates and the Transaction Documents

The Conditions, the Trust Certificates, the provisions of the Declaration of Trust or any other Transaction Document can only be amended by the Trustee and PNCI with the prior written consent of the Delegate. The Delegate may agree, without the consent of the Certificateholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the Conditions, the Trust Certificates, the Declaration of Trust or any other Transaction Document or determine, without any such consent or sanction as aforesaid, that any Dissolution Event shall not be treated as such, if, in the opinion of the Delegate:

- (a) such modification is of a formal, minor or technical nature; or
- (b) such modification is made to correct a manifest error; or
- (c) such modification, waiver, authorisation or determination is not, in the sole opinion of the Delegate, materially prejudicial to the interests of Certificateholders and is other than in respect of a Reserved Matter,

provided that, in the case of (c) above, no such modification, waiver, authorisation or determination may be made in contravention of any express direction by Extraordinary Resolution or request in writing by the holders of at least 25 per cent. of the outstanding aggregate face amount of Trust Certificates of the relevant Series.

Any such modification, waiver, authorisation or determination may be made on such terms and subject to such conditions (if any) as the Delegate may determine, shall be binding upon the Certificateholders and shall as soon as practicable thereafter be notified by the Trustee to Certificateholders in accordance with Condition 18 (*Notices*). Further, any such modification, waiver, authorisation or determination in relation to any Trust Certificates may adversely affect their trading price.

Credit ratings assigned to PNCI or any Trust Certificates do not reflect all the risks associated with an investment in the Trust Certificates and may be subject to revision or withdrawal

One or more independent credit rating agencies may assign credit ratings to PNCI or the Trust Certificates issued under the Programme. The ratings may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above and any other factors that may affect the value of the Trust Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, reduction, downgrade, suspension or withdrawal at any time by the assigning rating organisation. The Trustee has no obligation to inform Certificateholders of any revision, reduction, downgrade, suspension or withdrawal of its current or future credit ratings. A revision, reduction, downgrade, suspension or withdrawal at any time of a credit rating assigned to PNCI and/or the Trust Certificates may adversely affect the trading price of the Trust Certificates.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction may also apply in the case of credit ratings issued by non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant non-EEA third country rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Offering Circular.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to: (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended; and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating any Trust Certificates changes, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the relevant Trust Certificates may have a different regulatory treatment. This may result in relevant regulated investors selling the Trust Certificates which may impact the value of the Trust Certificates and any secondary market.

Absence of secondary market/limited liquidity

There is no assurance that a secondary market for the Trust Certificates of any Series will develop or, if it does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of those Trust Certificates. Accordingly, a Certificateholder may not be able to find a buyer to buy its Trust Certificates readily or at prices that will enable the Certificateholder to realise a desired yield. The market value of the Trust Certificates may fluctuate and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Trust Certificates. The Trustee and PNCI have applied for Trust Certificates of certain Series to be (i) admitted to trading on the ISM and (ii) admitted to listing on the DFSA Official List and to trading on Nasdaq Dubai. However, prospective investors should note that there can be no assurance that such admission to trading will occur or, if it occurs, can be maintained or that it will enhance the liquidity of the Trust Certificates. Accordingly, the purchase of the Trust Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the Trust Certificates and the financial and other risks associated with an investment in the Trust Certificates.

Trust Certificates where denominations involve integral multiples

In relation to any issue of Trust Certificates which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Trust Certificates may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds a face amount of less than the minimum Specified Denomination would need to purchase an additional amount of Trust Certificates such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Trust Certificates.

A holder who holds an amount which is less than the minimum Specified Denomination in his or her account with the relevant clearing system at the relevant time may not receive a definitive Trust Certificate in respect of such holding (should definitive Trust Certificates be printed or issued) and would need to purchase a face amount of Trust Certificates at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination in order to be eligible to receive a definitive Trust Certificate.

If definitive Trust Certificates are issued, holders should be aware that definitive Trust Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

The Trust Certificates may be an ownership interest for the purposes of the Volcker Rule

The Trustee may be a "covered fund" for the purposes of the Volcker Rule. Further, the Trust Certificates may constitute an "ownership interest" for the purposes of the Volcker Rule. As a result, the Volcker Rule may, subject to certain exemptions, prohibit certain banking institutions from, directly or indirectly, acquiring or retaining the Trust Certificates. This prohibition may adversely affect the liquidity and market price of the Trust Certificates. In addition, any entity that is a "banking entity" under the Volcker Rule and is considering an investment in the Trust Certificates should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally.

The Trust Certificates may be subject to early dissolution by PNCI

An early dissolution feature of any Trust Certificate is likely to limit its market value. During any period when PNCI may elect to dissolve Trust Certificates, the market value of those Trust Certificates generally will not rise substantially above the dissolution amount payable. This also may be true prior to any dissolution period.

PNCI may be expected to exercise an early redemption option when PNCI's cost of financing is lower than the profit rate on the Trust Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective profit rate as high as the profit rate on the Trust Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

In addition, if the amount payable on the Trust Certificates is required to be increased to include additional amounts in certain circumstances and/or PNCI is required to pay additional amounts pursuant to certain Transaction Documents, in each case as a result of certain changes affecting taxation in the UAE or any political subdivision or any authority thereof or therein having power to tax, the Trustee may redeem all but not some only of the Trust Certificates upon giving notice in accordance with the Conditions.

Risk factors relating to enforcement

Claims for specific enforcement

In the event that PNCI fails to perform its obligations under any Transaction Document to which it is a party, the potential remedies available to the Trustee and the Delegate include obtaining an order for specific enforcement of PNCI's obligations or a claim for damages. There is no assurance that a court will provide an order for specific enforcement of a contractual obligation, which is a discretionary matter for the relevant court.

The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors including an obligation on the Trustee and the Delegate to mitigate any loss arising as a result of the breach. No assurance is provided on the level of damages which a court may award in the event of a failure by PNCI to perform its obligations set out in the Transaction Documents to which it is a party.

Investors may experience difficulties in enforcing arbitral awards and foreign judgments in the UAE

The payments under the Certificates are dependent upon PNCI making payments in the manner contemplated under the Transaction Documents. If PNCI fails to do so, it may be necessary for an investor to bring an action against PNCI to enforce its obligations (subject to the provisions of the Conditions), which may be costly and time consuming.

Furthermore, to the extent that enforcement of remedies must be pursued in the UAE, it should be borne in mind that there is limited scope for self-help remedies under UAE law and that generally enforcement of remedies in the UAE must be pursued through the courts.

PNCI has irrevocably agreed that certain of the Transaction Documents to which it is a party be governed by English law and that any dispute arising from any Transaction Document to which it is a party (other than the Master Purchase Agreement, each Supplemental Purchase Agreement and each Sale Agreement) will, unless the option to litigate set out therein is exercised, be referred to the Rules of the LCIA, with the

seat of arbitration in London. Under the Conditions, any disputes arising from the Conditions will, unless the option to litigate is exercised, be referred to arbitration in London under the Rules.

The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the "**New York Convention**") entered into force in the UAE on 19 November 2006. Accordingly, it is expected that an arbitral award obtained in a London-seated arbitration should be enforceable in the UAE in accordance with the terms of the New York Convention. Under the New York Convention, the UAE has an obligation to recognise and enforce foreign arbitration awards, unless the party opposing enforcement can prove one of the grounds under Article V(1) of the New York Convention to refuse enforcement, or the UAE courts find pursuant to Article V(2) of the New York Convention that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public policy of the UAE.

In practice, however, there is no established track record to demonstrate how the New York Convention provisions would be interpreted and applied by the UAE courts in practice and whether the UAE courts will enforce a foreign arbitration award in accordance with the New York Convention (or any other applicable multilateral or bilateral enforcement treaties). This is reinforced by the lack of a system of binding judicial precedent in the UAE and the independent existence of different Emirates within the UAE, some with their own court systems, whose rulings may have no more than persuasive force cross border. Although there are examples of foreign arbitral awards being enforced in the UAE under the New York Convention, there are other cases where the enforcement of foreign arbitral awards have been refused, with, for example, the relevant judge confusing the requirements for the enforcement of domestic awards with the requirements for the enforcement of foreign court judgments under the UAE. Federal Law No. 1 of 1992 as amended, or ignoring the provisions of Article 238 of Federal Law No. 11 of 1992 (as amended by Federal Law No. 30 of 2005) (the Law of Civil Procedure).

Federal Law No. 42 of 2022 Promulgating the Civil Procedure Code (the "**Civil Procedure Law**") governs the enforcement of foreign arbitral awards in the UAE. Article 223 of the Civil Procedure Law provides that arbitral awards issued in a foreign state may be enforced in the UAE subject to the conditions provided under Article 222 of the Civil Procedure Law. Article 225 of the Civil Procedure Law provides that the rules on enforcement of foreign arbitral awards shall not prejudice the provisions of treaties for the enforcement of foreign judgments, orders and instruments with foreign states, which, by virtue of the operation of Article 223 of the Civil Procedure Law, should also apply in respect of arbitral awards, and accordingly include the New York Convention. However, there is no established track record to demonstrate how any UAE courts will apply the Civil Procedure Law alongside the provisions of such treaties in practice. In addition, Federal Law No. 6 of 2018 (the "**UAE Arbitration Law**") provides certain conditions to the enforcement of domestic arbitral awards in the UAE. There is no established track record to demonstrate how the UAE courts will apply the UAE Arbitration Law in practice and there is a risk that, notwithstanding the Civil Procedure Law or the terms of applicable enforcement treaties, the UAE courts may also apply such conditions to the enforcement of foreign arbitral awards in the UAE. Accordingly, there is a risk that an arbitral award obtained in a London-seated arbitration will be refused enforcement by the UAE courts.

Under the Conditions and the relevant Transaction Documents at the option of the Trustee or the Delegate, any dispute may also be referred to the courts in England or the courts of the DIFC which shall have exclusive jurisdiction to settle any dispute arising from such Transaction Documents.

Where an English judgment has been obtained, there is no assurance that PNCI has, or would at the relevant time have, sufficient assets in the UK against which such a judgment could be enforced.

PNCI is a UAE company and is incorporated in and has its operations and the majority of its assets located in the UAE. A judgment or order of a foreign court may be enforced in the UAE, subject to the conditions provided under Article 222 of the Civil Procedure Law. However, there is no established track record to demonstrate how the UAE courts will apply the Civil Procedure Law in practice.

Under current UAE federal law, the courts in the UAE are unlikely to enforce an English court judgment without re-examining the merits of the claim and may not observe the parties' choice of English law as the governing law of the transaction. In the UAE, foreign law is required to be established as a question of fact and the interpretation of English law by a court in the UAE may not accord with that of an English court. In principle, courts in the UAE recognise the choice of foreign law if they are satisfied that an appropriate connection exists between the relevant transaction agreement and the foreign law which has been chosen. They will not, however, honour any provision of foreign law which is contrary to public policy, order or

morals in the UAE, or to any mandatory law of, or applicable in, the UAE. This may mean that the UAE courts may seek to interpret English law governed Transaction Documents as if they were governed by UAE law and there can therefore be no certainty that in those circumstances the UAE courts would give effect to such Transaction Documents in the same manner as the parties may intend.

As the UAE is a civil law jurisdiction, judicial precedents in the UAE have no binding effect on subsequent decisions. In addition, court decisions in Dubai are generally not recorded and there is no formal system of reporting court decisions in the UAE. These factors create greater judicial uncertainty than would be expected in other jurisdictions. The enforcement of a foreign judgment or arbitral award may be a lengthy process in the UAE.

Shari'a requirements in relation to interest awarded by a court

In accordance with applicable *Shari'a* principles, each of the Trustee and the Delegate will waive all and any entitlement it may have to interest awarded in its favour by an arbitrator as a result of any arbitration and/or by a court in connection with any dispute under any of the Transaction Documents. Should there be any delay in the enforcement of a judgment or arbitral award given against PNCI, judgment interest may accrue in respect of that delay and, as a result of the waiver referred to above, Certificateholders will not be entitled to receive any part of such interest and, to the extent that any such interest is actually received by any Certificateholder, it shall be required to promptly donate the same to a registered or otherwise officially recognised charitable organisation.

ADDITIONAL RISKS

Exchange rate risks and exchange controls

The Trustee will pay Periodic Distribution Amounts and Dissolution Amounts on the Trust Certificates and the Obligor will make any payments under the Transaction Documents in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency.

These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls which could adversely affect an applicable exchange rate.

Neither the Trustee nor the Obligor have any control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for applicable currencies. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (a) the Investor's Currency equivalent yield on the Certificates; (b) the Investor's Currency equivalent value of the face amount payable on the Trust Certificates; and (c) the Investor's Currency equivalent market value of the Certificates.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Trustee or the Obligor to make payments in respect of the Trust Certificates or Transaction Documents (as applicable). As a result, investors may receive lower Periodic Distribution Amounts or amounts in respect of the face amount of such Trust Certificates than expected, or no such Periodic Distribution Amount or face amount.

Change of law

The conditions of the Certificates and the Transaction Documents are based on English law, the laws of Dubai and, to the extent applicable in Dubai, the federal laws of the UAE, and administrative practices in effect as at the date of this Base Listing Particulars. No assurance can be given as to the impact of any possible judicial decision or change to English or administrative practice after the date of this Base Offering Circular nor whether any such change could adversely affect the ability of the Trustee to comply with its obligations and make payments under the Trust Certificates or the Obligor to comply with its obligations and make payments under the Transaction Documents to which it is a party.

Reliance on Euroclear and Clearstream, Luxembourg procedures

The Trust Certificates of each Series will be represented on issue by a Global Certificate that will be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Global Certificate, investors will not be entitled to receive Certificates in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the ownership interests in the Global Certificate. While the Certificates of any Series are represented by the Global Certificate, investors will be able to trade their ownership interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

While the Certificates of any Series are represented by the Global Certificate, the Trustee will discharge its payment obligation under the Trust Certificates by making payments through the relevant clearing systems. A holder of an ownership interest in a Global Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the Trust Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, ownership interests in a Global Certificate.

Holders of ownership interests in a Global Certificate will not have a direct right to vote in respect of the Trust Certificates so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

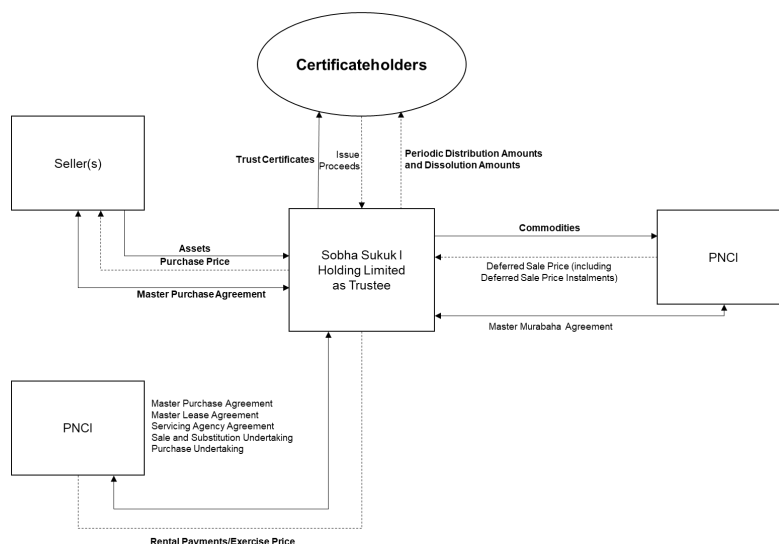
Defined majorities of Certificateholders and the Delegate can consent to variation of certain provisions in the Transaction Documents

The Master Declaration of Trust and the Conditions of the Certificates contain provisions for calling meetings of Certificateholders of a Series to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Certificateholders of such a Series including Certificateholders who did not attend and vote at the relevant meeting and Certificateholders who voted in a manner contrary to the majority.

The Master Declaration of Trust contains provisions permitting the Delegate from time to time and at any time without any consent or sanction of the Certificateholders to make any modification to the Master Declaration of Trust or any Transaction Document if, in the opinion of the Delegate, such modification: (a) is of a formal, minor or technical nature; (b) is made to correct a manifest error; or (c) is not materially prejudicial to the interests of the Certificateholders and is other than in respect of a Reserved Matter (as defined in the Master Declaration of Trust). Unless the Delegate otherwise agrees, any such modification shall as soon as practicable thereafter be notified to the Certificateholders and shall in any event be binding upon the Certificateholders.

STRUCTURE DIAGRAM AND CASHFLOWS

Set out below is a simplified structure diagram and description of the principal cash flows underlying each Series of Trust Certificates to be issued under the Programme. Potential investors are referred to the Conditions and the detailed descriptions of the relevant Transaction Documents set out elsewhere in this Base Offering Circular for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below.



Cashflows

Payments by the Certificateholders and the Trustee

On the Issue Date of each Tranche of Trust Certificates, the relevant Certificateholders will pay the issue price (the "**Issue Proceeds**") in respect thereof to the Trustee, and the Trustee will pay:

- the Ijara Percentage of the aggregate face amount of the relevant Trust Certificates as specified in the applicable Pricing Supplement (which, in the case of the first Tranche of a Series of Trust Certificates, shall be at least 55 per cent.) as the purchase price (the "**Purchase Price**") payable under the relevant Supplemental Purchase Agreement for the relevant asset(s) comprised of real estate asset(s) located in Dubai (in the case of the first Tranche of a Series of Trust Certificates, the "**Asset(s)**") or, if applicable, (in the case of each subsequent Tranche of such Series) the "**Additional Asset(s)**"); and
- the remaining portion of the Issue Proceeds (if any) equal to the Murabaha Percentage of the aggregate face amount of the relevant Trust Certificate as specified in the applicable Pricing Supplement (which, in the case of the first Tranche of a Series of Trust Certificates, shall be no more than 45 per cent.) in the purchase of Shari'ah-compliant commodities to be sold to PNCI on a deferred payment basis for an amount specified in a letter of offer and acceptance (the "**Deferred Sale Price**") pursuant to the Master Murabaha Agreement.

On the Issue Date of the first tranche of Trust Certificates, pursuant to the terms of a supplemental lease agreement (the "**Supplemental Lease Agreement**"), the Trustee (acting in its capacity as lessor, the "**Lessor**") shall lease to PNCI (acting in its capacity as lessee, the "**Lessee**") and the Lessee shall lease from the Lessor, the Assets (the "**Lease Assets**") during renewable rental periods commencing on the Lease Commencement Date (which shall be the relevant Issue Date) and extending to the Scheduled Dissolution Date in consideration for payment of a periodic rental amount (the "**Rental**"). On the Issue Date of each subsequent Tranche, the Lessee undertakes to enter into a lease assets amendment agreement in order to reflect the lease of the Lease Assets in existence prior to such Issue Date and the Additional Assets.

Periodic Payments by the Trustee

On each Periodic Distribution Date, PNCI (in its capacity as the Servicing Agent (on behalf of the Trustee)) will apply amounts standing to the credit of a collection account (comprised of a rental payment (pursuant

to the relevant Lease Agreement) and an instalment payment of the Deferred Sale Price (as defined in the Master Murabaha Agreement) each as paid by PNCI (acting in its relevant capacities under the Lease Agreement and the Master Murabaha Agreement, as applicable, into the Collection Account)) in payment into the relevant Transaction Account of an amount which is intended to be sufficient to fund the Periodic Distribution Amount payable by the Trustee under the Trust Certificates and shall be applied by the Trustee for that purpose.

Dissolution Payments

On the Scheduled Dissolution Date:

- (a) the aggregate amounts of the Deferred Sale Price then outstanding, if any, shall become immediately due and payable by PNCI; and
- (b) the Trustee and the Delegate will have the right under the Purchase Undertaking to require PNCI (in its capacity as obligor) to purchase all of its rights, title, interests, benefits and entitlements, present and future, in, to and under the relevant Lease Asset(s) for an amount equal to the Exercise Price.

The Exercise Price payable by PNCI (in its capacity as Purchaser) to the Trustee (in its capacity as seller), together with the aggregate amounts of the Deferred Sale Price then outstanding, if any, are intended to fund the relevant Final Dissolution Amount payable by the Trustee under the Trust Certificates.

The Trust may be dissolved prior to the Scheduled Dissolution Date for a number of reasons including: (i) unless the relevant Lease Assets have been replaced in accordance with the Servicing Agency Agreement, upon the occurrence of a Total Loss Event; (ii) upon the occurrence of a Tax Event; (iii) upon the occurrence of a Dissolution Event; (iv) in certain cases where so specified in the applicable Pricing Supplement, at the option of PNCI or any Certificateholder; (v) upon the occurrence of a Tangibility Event; (vi) upon the occurrence of a Change of Control; or (vii) if 75 per cent. or more of the aggregate face amount of the Trust Certificates then outstanding of the relevant Series have been redeemed and/or purchased and cancelled pursuant to the Conditions.

In the case of (ii), (iii), (iv), (v), (vi) and (vii) above, the relevant Dissolution Amount will be funded by PNCI being required to: (A) purchase from the Trustee (or, as the case may be, by the Trustee being required to sell to PNCI) the relevant Lease Asset(s) and pay the relevant Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be; and (B) pay the aggregate amounts (or the applicable portion thereof, as the case may be) of the Deferred Sale Price then outstanding, if any, in each case to or to the order of the Trustee (pursuant to the terms of the Purchase Undertaking or the Sale and Substitution Undertaking, as the case may be, and the Master Murabaha Agreement, if applicable).

In the case of (i) above, the Dissolution Amount will be funded using: (a) any proceeds of Insurances and/or (if applicable) the Loss Shortfall Amount payable in respect of the Total Loss Event; and (b) the aggregate amounts of the Deferred Sale Price then outstanding.

USE OF PROCEEDS

The net proceeds of each Tranche of Trust Certificates issued under the Programme will be applied by the Trustee pursuant to the terms of the relevant Transaction Documents on the relevant Issue Date in the following proportion: (a) the Ijara Percentage of the aggregate face amount of the Trust Certificates of such Tranche as specified in the applicable Pricing Supplement towards the purchase from the relevant Seller(s) of all of its rights, title, interests, benefits and entitlements, present and future, in, to and under (in the case of the first Tranche) the Asset(s) and, if applicable (in the case of each subsequent Tranche) the Additional Asset(s) pursuant to the relevant Supplemental Purchase Agreement; and (b) if applicable, the Murabaha Percentage of the aggregate face amount of the Trust Certificates of such Tranche as specified in the applicable Pricing Supplement towards the purchase of commodities to be sold to PNCI pursuant to the Master Murabaha Agreement.

The proceeds received by PNCI in consideration for the transactions entered into with the Trustee as set out above (comprising, for the avoidance of doubt, the Purchase Price payable pursuant to the relevant Supplemental Purchase Agreement and an amount equal to the Commodity Purchase Price payable to PNCI pursuant to the on-sale of commodities) will be applied by PNCI to settle existing financings and for PNCI's general corporate purposes (which may include the acquisition of an additional land bank).

DESCRIPTION OF THE TRUSTEE

General

The Trustee is a prescribed company incorporated on 23 April 2025 in the DIFC, with registration number 10335, having its registered office at the offices of Walkers Professional Services (Middle East) Limited, Level 14, Burj Daman, Dubai International Financial Centre, PO Box 506513, Dubai, United Arab Emirates. The Issuer's contact telephone number is +971 4 363 7999.

Share Capital

All of the shares issued by the Issuer, being 100 shares (the “**Shares**”), are fully paid and are held by Walkers Fiduciary Limited as share trustee (the “**Share Trustee**”) under the terms of a declaration of trust (the “**Share Declaration of Trust**”) under which the Share Trustee holds the Shares in trust until the Termination Date (as defined in the Share Declaration of Trust) and may only dispose or otherwise deal with the Shares in accordance with the Share Declaration of Trust. Prior to the Termination Date, the trust is an accumulation trust, but the Share Trustee has the power to benefit Charity (as defined in the Share Declaration of Trust). It is not anticipated that any distribution will be made whilst any of the Sukuk is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Shares.

Business of the Trustee

The Issuer has no prior operating history or prior business other than in connection with the Trust Certificates and will not have any substantial liabilities other than in connection with the Trust Certificates issued, and to be issued, by the Issuer. The Trust Certificates are the obligations of the Issuer alone and not the Share Trustee.

Financial Statements

Since the date of its incorporation, no financial statements of the Issuer have been prepared. The Issuer is not required by DIFC law, and does not intend, to publish audited financial statements.

Directors of the Trustee

The directors of the Issuer and their respective business addresses and principal activities are as follows:

<u>Name</u>	<u>Occupation</u>
Kathleen Kay Cuaresma Ramos	Assistant Vice President, Walkers Fiduciary Limited
Jordan Hebert	Vice President, Walkers Fiduciary Limited

The business address of Kathleen Kay Ramos is c/o Walkers Professional Services (Middle East) Limited, Level 14, Burj Daman, DIFC, PO Box 506513, Dubai, United Arab Emirates.

The business address of Jordan Hebert is c/o Walkers Professional Services (Middle East) Limited, Level 14, Burj Daman, DIFC, PO Box 506513, Dubai, United Arab Emirates.

Conflicts

There are no potential conflicts of interest between the private interests or other duties of the directors listed above and their duties to the Issuer

Trustee Administrator

Walkers Professional Services (Middle East) Limited also acts as the corporate administrator of the Issuer (in such capacity, the “**Corporate Administrator**”). The office of the Corporate Administrator serves as the general business office of the Issuer. Through the office, and pursuant to the terms of an administration agreement entered into between the Issuer, the Obligor, Walkers Fiduciary Limited and the Corporate Administrator (the “**Administration Agreement**”), the Corporate Administrator has agreed to perform in the DIFC various management functions on behalf of the Issuer and to provide certain clerical,

administrative and other services until termination of the Administration Agreement. In consideration of the foregoing, the Corporate Administrator will receive various fees payable by the Issuer at rates agreed upon from time to time, plus expenses.

The terms of the Administration Agreement provides that either the Issuer or the Corporate Administrator may terminate such agreement upon the occurrence of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Administration Agreement provides that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party.

The directors of the Issuer are all employees or officers of the Corporate Administrator, the Share Trustee or an affiliate thereof.

The Issuer has no employees and is not expected to have any employees in the future.

SELECTED FINANCIAL INFORMATION

The following information has been extracted from, and should be read in conjunction with, and is qualified in its entirety by reference to, the Financial Statements and should also be read in conjunction with "Financial Review". See also "Presentation of Financial and Other Information" for a discussion of the sources of the numbers contained in this section.

Consolidated Statement of Financial Position

The table below shows the Group's consolidated statement of financial position as at 31 December in each of 2024, 2023 and 2022.

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Assets			
Non-current			
Property and equipment	272,753	184,906	57,225
Intangible assets	5,314	3,172	1,057
Right-of-use assets	19,567	—	—
Deferred tax assets	—	83	—
Investment properties	3,038,826	2,278,310	1,303,186
Properties under development.....	—	24,109	66,677
Investment in joint venture.....	425,391	—	—
Financial asset	—	2,011,692	1,211,049
	3,761,851	4,502,272	2,639,194
Current			
Properties under development.....	2,939,949	2,245,426	1,454,058
Trade and other receivables.....	6,253,750	5,590,549	5,286,478
Due from related parties.....	171,666	977	—
Other financial assets	—	—	43,974
Cash and cash equivalents.....	2,825,892	2,106,505	679,155
	12,191,257	9,943,457	7,463,665
Total assets	15,953,108	14,445,729	10,102,859
Equity and liabilities			
Equity			
Share capital.....	300	300	300
Statutory reserve.....	1,150	1,150	150
Fair value reserve	—	1,500,291	699,648
Retained earnings.....	9,019,362	8,181,372	5,261,213
Shareholders' account.....	—	—	999,619
Total equity attributable to shareholders of the Company	9,020,812	9,683,113	6,960,930
Non-controlling interest	188,999	315,010	374,946
Total equity	9,209,811	9,998,123	7,335,876
Liabilities			
Non-current			
Employees' end of service benefits	16,321	15,212	12,776
Borrowings.....	1,941,862	1,127,537	1,578,978
Loan from shareholders.....	1,000,000	1,001,650	—
Finance lease liability.....	20,033	—	—
Trade and other payables.....	308,014	—	—
Deferred tax liability	38,713	—	—
	3,324,943	2,144,399	1,591,754
Current			
Borrowings.....	67,594	399,588	298,512
Finance lease liabilities	—	—	46
Trade and other payables.....	2,946,720	1,654,964	597,136

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Due to related parties.....	404,040	248,655	279,535
	3,418,354	2,303,207	1,175,229
Total liabilities	6,743,297	4,447,606	2,766,983
Total equity and liabilities	15,953,108	14,445,729	10,102,859

Consolidated Statement of Comprehensive Income

The table below shows the Group's consolidated statement of comprehensive income for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Revenue.....	8,889,664	6,504,427	5,550,175
Direct costs.....	<u>(5,379,245)</u>	<u>(3,834,717)</u>	<u>(3,397,230)</u>
Gross profit	3,510,419	2,669,710	2,152,945
Administrative and general expenses	(569,834)	(548,957)	(294,783)
Depreciation and amortisation.....	(19,996)	(21,302)	(16,993)
Selling and marketing expenses	(1,426,507)	(1,338,898)	(652,496)
Finance costs – net	(227,844)	(82,627)	(72,803)
Share of profit from investment in joint venture ..	22,891	—	—
Gain on fair value of investment properties	545,125	2,204,554	77,859
Other income.....	<u>234,404</u>	<u>109,950</u>	<u>33,663</u>
Profit before tax	2,068,658	2,992,430	1,227,392
Income tax.....	<u>(181,285)</u>	<u>—</u>	<u>—</u>
Profit for the year from continuing operations	1,887,373	2,992,430	1,227,392
Loss for the year from discontinued operations ..	(26,946)	—	—
Net profit for the year	1,860,427	2,992,430	1,227,392
Other comprehensive income/(loss)			
Fair value gain/(loss) on financial asset	—	807,524	(620,765)
Foreign exchange loss on financial asset.....	<u>—</u>	<u>(6,881)</u>	<u>(202,069)</u>
	<u>—</u>	800,643	(822,834)
Total comprehensive income for the year	1,860,427	3,793,073	404,558
Net profit/(loss) for the year attributable to:			
Shareholders of the Company	1,860,434	2,993,742	1,227,862
Non-controlling interest	<u>(7)</u>	<u>(1,312)</u>	<u>(470)</u>
	1,860,427	2,992,430	1,227,392
Total comprehensive income/(loss) for the year attributable to:			
Shareholders of the Company	1,860,434	3,794,385	405,028
Non-controlling interest	<u>(7)</u>	<u>(1,312)</u>	<u>(470)</u>
	1,860,427	3,793,073	404,558

Consolidated Statement of Cash Flows

The table below summarises the Group's consolidated statement of cash flows for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Net cash from operating activities.....	3,763,940	2,960,601	1,408,025
Net cash used in investing activities.....	(2,750,533)	(824,022)	(169,275)
Net cash used in financing activities	(294,020)	(709,229)	(796,632)
Net change in cash and cash equivalents	719,387	1,427,350	442,118
Cash and cash equivalents, beginning of year....	2,106,505	679,155	237,037
Cash and cash equivalents, end of year	2,825,892	2,106,505	679,155

Selected Alternative Performance Measures

The table below shows selected consolidated ratios for the Group for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000, except where expressed as a percentage)</i>			
EBITDA ⁽¹⁾	2,059,203	2,986,409	1,283,525
Gross profit margin ⁽²⁾	39.5%	41.0%	38.8%
Net profit margin ⁽³⁾	20.9%	46.0%	22.1%

Notes:

⁽¹⁾ For a reconciliation of EBITDA to net profit for the year, see "*Selected Financial Information – Selected Alternative Performance Measures – EBITDA*".

⁽²⁾ Calculated as gross profit for the year divided by revenue and expressed as a percentage.

⁽³⁾ Calculated as net profit for the year divided by revenue and expressed as a percentage.

EBITDA

The table below shows a reconciliation of the Group's EBITDA to its net profit for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
<i>(unaudited)</i>			
Net profit for the year.....	1,860,427	2,992,430	1,227,392
Add: Finance costs.....	227,844	82,627	72,803
Add: Taxes.....	181,285	—	—
Add: Depreciation and amortisation	19,996	21,302	16,993
Add: Loss for the year from discontinued operations.....	26,946	—	—
Less: Other income.....	234,404	109,950	33,663
Less: Share of profit from Investment in Joint Venture	22,891	—	—
EBITDA	2,059,203	2,986,409	1,283,525

FINANCIAL REVIEW

The following discussion and analysis should be read in conjunction with the information set out in "Presentation of Financial and Other Information", "Selected Financial Information" and the Financial Statements.

The discussion of the Group's financial condition and results of operations is based upon the Financial Statements. This discussion contains forward-looking statements that involve risks and uncertainties. The Group's actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed below and elsewhere in this Base Offering Circular, particularly under the headings "Cautionary Statement Regarding Forward-Looking Statements" and "Risk Factors".

See "Presentation of Financial and Other Information" for a discussion of the source of the numbers presented in this section and certain other relevant information.

Overview

The Group, which includes Sobha LLC (a leading real estate developer in Dubai and the UAE), commenced its first project in the UAE in the fourth quarter of 2013 and, as at 31 December 2024, had:

- completed and fully sold 13 projects, comprising 10.1 million square feet delivered with a sales value of AED 18.6 billion;
- 23 projects under development which are expected to be completed by the first quarter of 2029, comprising 44.2 million square feet under construction with a sales value of AED 59.2 billion; and
- an available land bank (which is freehold) comprising 20.7 million square feet, which PNCI deems sufficient for planned projects over the next two to three years.

In third quarter of 2024, the Company entered into a joint venture agreement with UAQ PROPERTIES, a sole proprietorship incorporated in the emirate of Umm Al Quwain, UAE with license number 4277 whose address is Al Maqta 'A1, Umm Al Quwain, UAE, to form a joint venture named Sobha Al Siniya FZC (the "**Joint Venture**"), a free zone limited liability company incorporated in FTZ by the Parties with license number 010296 and having its address at Al Shmookh Business Center, One UAQ, UAQ Free Trade Zone, Umm Al Quwain, UAE. As at 31 December 2024, the Joint Venture had:

- 9 projects under development which are expected to be completed by the third quarter of 2028, comprising 7.4 million square feet under construction with a sales value of 9 billion; and
- an available land bank comprising 8.2 million square feet.

With its focus on delivering premium quality luxury developments for the mid- to high-end segment and achieving a "top 2" market position (in terms of sales value) in Dubai's private real estate segment, the Group's key differentiator is its entrenched and synergetic commercial relationships with related companies which allow it to efficiently procure capabilities required to deliver a real estate project from conceptualisation to completion (including design and architecture services, construction contractors including mechanical, electrical and plumbing ("**MEP**"), landscaping, manufacturing for furniture, interiors and facades, facility management, short-term lease management services, security services, cooling services and ready mixed concrete). The Group is therefore uniquely positioned to phase out the majority of third party sub-contractors, which are typical for real estate developers, and ensure timely finishing to a high specification. The success of this approach is reflected in the Group's competitive position as the second largest private real estate developer in Dubai in 2023 (according to the Group's in-house market research data) as well as its industry recognition (including being awarded the Project of the Year (New Construction) in 2024 by CPI Climate Control Awards, the Developer of the Year award at the Gulf Business Awards 2024, the Developer of the Year and the Luxury Residential Development of the Year in 2023 by the Real Estate Asia Awards).

Principal Factors Affecting Results of Operations

The following is a discussion of the principal factors that have affected, or are expected to affect, the Group's results of operations.

Factors affecting revenue

The Group's principal source of revenue for the year ended 31 December in each of 2024, 2023 and 2022 was proceeds from the sale of residential units. The table below shows the Group's units sold and completed and the sales value collected and revenue recognised in each year since 2022:

	2024	2023	2022
No. of units sold	6,228 ⁽¹⁾	5,920	5,674
Total sales value (<i>AED millions</i>)	17,004 ⁽²⁾	15,694	10,822
Total sales value collected (<i>AED millions</i>)	9,327	7,176	3,966
Revenue recognised (<i>AED millions</i>)	8,889	6,504	5,550

⁽¹⁾ This figure does not include the no. of units sold by the Joint Venture. Including the Joint Venture, the number of units sold by the Group in 2024 was 7,721.

⁽²⁾ This figure does not include the total sales value from units sold by the Joint Venture. Including units sold by the Joint Venture, the total sales value of units sold by the Group in 2024 was AED 21,060 million.

The Group recognises revenue to the extent it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured regardless of when payment is being made. Revenue is measured at the fair value of the consideration received or receivable by the Group (excluding discounts, rebates and duty).

Revenue from contracts with customers

As an initial step in respect of revenue recognition, the Group seeks to identify the relevant revenue-generating contract with a customer as well as the performance obligations in the contract (i.e., the sale of the residential unit to the customer). Following this, the Group determines the transaction price for such performance obligations. The Group recognises revenue when (or as) the Group satisfies such performance obligations. Accordingly, the Group begins recognising individual residential unit sales as revenue in its consolidated statement of comprehensive income based on the progress of construction on the relevant development in accordance with IFRS. The Group continues to recognise revenue over the life of the development on a percentage of completion basis.

In terms of cash collections, customers make payments according to the terms of the relevant purchase contract. Collection during the construction period is approximately 70 per cent. of the purchase price and comprises the initial deposit and additional payments due on specified dates, with the final payment due upon handover of the completed unit.

The Group's revenue backlog, together with the construction schedules for its projects, provide it with visibility over its revenue in the short- and medium-term. However, the conversion of the Group's revenue backlog to revenue and then to cash is ultimately dependent upon the timely and successful completion of the construction of its projects. Although the Group has handed over units to customers ahead of schedule for the majority of its projects, the Group may experience construction delays in the ordinary course of business and, while such delays may be made up in subsequent stages of a project, delays can have a significant impact on the associated timing of revenue recognition, which could lead to potentially significant fluctuations in the Group's financial results on a periodic basis (see further "*Risk Factors – Risk Factors Relating to the Group's Business – The Group's projects may be delayed, suspended, terminated or materially changed in scope, resulting in delayed recognition of revenue and damage to its reputation*").

Revenue from services

The Group recognises revenue from rendering of services on the basis of the contracts relating to the services provided.

Pricing and sales

The sales prices the Group achieves on its projects have a significant impact on its levels of revenue, gross profit and margins. Accordingly, the ability of the Group's sales and marketing team to generate demand for its projects directly affects both the pricing levels and the sales volumes the Group is able to realise. As at 31 December 2024, the Group had pre-sold approximately 70 per cent. of its projects under development and had a revenue backlog of AED 23.5 billion.

Different project types produce different profitability profiles. The Group's projects contain different types and configurations of residential living arrangements, including villas, townhouses and apartments. In addition to the configurations themselves and the type of development in which they are located (for example, single family home or low- or high-rise buildings), the location of the project and its amenities also have an impact on the prices of the units. In addition, sales prices typically increase over the course of the project development process, both at the development and master plan levels.

However, the pricing and sales of the Group's projects may be affected by factors outside the Group's control, including macroeconomic conditions in Dubai and the UAE (see further "*Risk Factors – Risk Factors Relating to the Group's Business – All of the Group's completed and under development property portfolio is located in the UAE and the Group's financial performance is therefore dependent on economic and political conditions in Dubai, the UAE and the surrounding regions*" and "*Risk Factors – Risk Factors Relating to the Group's Business – The concentration of the Group's property portfolio exposes it to fluctuations in demand for residential real estate in Dubai and the UAE*"). Similarly, the Group's competitors may lower their pricing for developments which are comparable to those which the Group is selling, which could result in downward pressure on the Group's pricing (see further "*Risk Factors – Risk Factors Relating to the Group's Business – The Group faces competition in property development*").

Cost control

The Group's profit margins are directly correlated to its ability to manage its costs and to make cost-effective purchasing decisions. For instance, the Group's costs and margins are impacted by raw material and basic input costs which are tied to international commodities prices and thus can fluctuate widely at different points in the economic cycle (see further "*Risk Factors – Risk Factors Relating to the Group's Business – The Group has experienced and may continue to experience contract prices that exceed its original budgets which may affect the profitability of its developments*").

The most important factor in this regard is the Group's backward integrated model which enables effective cost management and almost end-to-end supply chain visibility while also allowing the Group to leverage the scale across its integrated model to ensure the best possible procurement terms for any third party goods or services, whether through strategic alliances with local and international suppliers or through other cost-management methods such as bulk ordering of raw materials and maintaining stock in the Related Companies' warehouse facilities.

Recent Developments

Ratings

On 22 April 2025, Moody's upgraded PNCI's Corporate Family Rating ("**CFR**") from Ba3 with a stable outlook to Ba2 with a stable outlook. This upgrade was driven by PNCI's continued strong sales performance and construction activity, its solid and improved credit metrics and its track record of robust cash flow generation.

Moody's noted the upgrade was supported by the company's (1) good market position for residential property development in Dubai, as the second largest privately owned developer by sales; (2) strong off-plan sales activity and material pre-completion payment collection that reduces development risk and provides some revenue visibility; (3) high profitability with gross margin around 40%; (4) adequate financial metrics with Moody's-adjusted debt to EBITDA of 1.7x and debt to book capitalization of 23%, inclusive of a AED1 billion subordinated shareholder loan as of 2024, which Moody's expects to improve in 2025 following the conversion of the shareholder loan to common equity and (5) prudent financial policies targeting reported net debt to EBITDA of less than 1.5x and debt to equity of less than 50%, which corresponds to a Moody's-adjusted debt to capitalization ratio of around 33%.

Moody's has also affirmed the senior unsecured rating of PNCI's existing \$500 million sukuk issued by Sobha Sukuk Limited at Ba2 with a stable outlook. Moody's has also assigned a senior unsecured rating of (P)Ba2 with a stable outlook to the \$1.5 billion sukuk trust certificate issuance programme of Sobha Sukuk I Holding Limited.

On 28 April 2025, S&P Global Ratings ("**S&P**") assigned a preliminary 'BB' issue rating to Sobha Sukuk I Holding Ltd.'s anticipated \$1.5 billion trust certificate issuance programme (sukuk programme). Under the sukuk documents, Sobha Sukuk I Holding Ltd. will enter into a purchase agreement with PNCI and Sobha Capital LLC, which own the lease assets that are expected to underpin the proposed sukuk structure.

S&P stated that this rating is in line with its 'BB' rating on the obligor PNCI because the transaction fulfils the following five conditions listed in its criteria for rating sukuk:

- PNCI will provide sufficient and timely contractual obligations for the repayment of the periodic distribution amounts (through the lease agreement and the murabaha agreement) and the principal amount (through the purchase undertaking and the murabaha agreement).
- PNCI's obligations under the transaction documents are irrevocable.
- These obligations rank pari passu with PNCI's other senior unsecured financial obligations.
- PNCI will cover all the costs related to the transaction.
- Although the documentation mentions the risk of a total loss event or a partial loss event, S&P view both possibilities as remote. S&P view a total loss event or a partial loss event as remote because the underlying assets will comprise multiple land plots.

S&P noted that final ratings will depend upon receipt and satisfactory review of all final transaction documentation, including legal opinions.

Indebtedness

As at 31 December 2024, the Group had an outstanding borrowing of AED 1.0 billion under the AED 5.0 billion unsecured, subordinated facility from shareholders (see note 14 to the 2024 Financial Statements and note 13 to the 2023 Financial Statements). Effective 31 March 2025, the outstanding borrowing of AED 1.0 billion has been reclassified as capital contribution from shareholders and forms part of the common equity of the Group. The AED 5.0 billion facility agreement stands terminated with effect from 31 March 2025.

Delivered projects

Creek Vista Grande

Creek Vista Grande is located in Sobha Hartland and comprises one-bedroom, one and a half bedroom, two-bedroom and three-bedroom apartments as well as a polyclinic. The building comprises a ground floor, four podium levels and 38 additional storeys. The project was launched in the second quarter of 2022 and was completed in the first quarter of 2025, ahead of its expected completion in the third quarter of 2025. The project comprises 400 units with a saleable area of approximately 0.4 million square feet and had a project value at completion of AED 805 million.

Projects Under Development

The Element at Sobha One

The Element is an apartment project that will offer one-bedroom to four-bedroom apartments, including four-bedroom duplex units. It will offer amenities such as swimming pools, a jacuzzi, an outdoor gym, a co-working lounge, a cinema room, a kids' play area, and steam and sauna facilities. It was launched in the first quarter of 2025 and is expected to be completed by the fourth quarter of 2028. The development will comprise 398 units with a total saleable area of approximately 0.6 million square feet with an estimated value at completion of approximately AED 1.4 billion.

Bayside Marina Residences (Joint Venture)

Bayside Marina Residences (located in Al Siniya, Umm Al Quwain) is a premium mixed use residential development that will feature one-bedroom, two-bedroom, and three-bedroom apartments. The development will offer a range of amenities, including an activity lawn area, an open fitness area, a kids' play area, landscaped areas, an overlooking deck, a social hub, a gym, a multipurpose room and a swimming pool. The project was launched in the first quarter of 2025, and it is expected to be completed in the first quarter of 2029. The development will consist of 454 units with a total saleable area of approximately 0.4 million square feet and an estimated project value at completion of AED 0.9 billion.

Pierside Marina Residences (Joint Venture)

Pierside Marina Residences (located in Al Siniya, Umm Al Quwain) is a premium mixed use residential development that will feature one-bedroom, two-bedroom, and three-bedroom apartments. The development will offer a range of amenities, including an activity lawn area, an open fitness area, a kids' play area, landscaped areas, an overlooking deck, a social hub, a gym, a multipurpose room and a swimming pool. The project was launched in the first quarter of 2025, and it is expected to be completed in the first quarter of 2029. The development will consist of 509 units with a total saleable area of approximately 0.4 million square feet and an estimated project value at completion of AED 1.0 billion.

Starline Beach Residences (Joint Venture)

Starline Beach Residences (located in Al Siniya, Umm Al Quwain) is a premium mixed use residential development that will feature one-bedroom, two-bedroom, and three-bedroom apartments. The development will offer a range of world-class amenities, including an activity lawn area, an open fitness area, a kids' play area, landscaped areas, an overlooking deck, a social hub, a gym, a multipurpose room and a swimming pool. The project was launched in the first quarter of 2025, and it is expected to be completed in the second quarter of 2029. The project will consist of 377 units with a total saleable area of approximately 0.3 million square feet and an estimated project value at completion of AED 0.8 billion.

Material Accounting Policies

The Annual Financial Statements have been prepared in accordance with IFRS. For a discussion of the material accounting policies applied by the Group generally, see note 4 to each of the 2024 Financial Statements and the 2023 Financial Statements.

Critical Accounting Judgments and Estimates

In preparing the Group's consolidated financial statements, management is required to make certain estimates, judgments and assumptions. These affect the reported amounts of the Group's assets and liabilities, including disclosure of contingent assets and liabilities, at the date of the financial statements as well as the reported amounts of its revenues and expenses during the periods presented. Management bases its estimates and assumptions on historical experience and other factors that it believes to be reasonable at the time the estimates and assumptions are made and evaluates the estimates and assumptions on an ongoing basis. However, future events and their effects cannot be predicted with certainty and the determination of appropriate estimates and assumptions requires the use of judgment. Actual outcomes may differ from any estimates or assumptions made and such differences may be material to the financial statements. For a discussion of the most significant accounting estimates, judgments and assumptions made in the preparation of the Group's financial statements, see note 4.24 to the 2024 Financial Statements and note 4.23 to the 2023 Financial Statements.

Results of Operations

Revenue

The Group's revenue is principally derived from the sale of residential units and is recognised in accordance with IFRS 15 over the period of construction. The Group's revenue has increased significantly since 2022 as a result of an increase in the units sold by the Group, an increase in the construction pace and an increase in the Group's pricing levels for new projects (see "*Financial Review – Principal Factors Affecting Results of Operations – Factors affecting revenue*"). The increase in units sold as well as pricing levels is, in turn, attributable to the natural lifecycle of the Group's business growth as it completes existing projects and launches new projects as well as word-of-mouth publicity by existing customers resulting in the Group being able to outperform the market and its peers and continuously gain market share while commanding premium pricing from customers (see "*Description of the Group's Business – Key Credit Strengths – Strong acceptance and brand recognition due to track record of delivering iconic and superior-quality projects*"). This growth in the Group's business is also reflected in the increase in the Group's direct costs (particularly development cost of villas and properties) as well as other expenses (particularly administrative and general expenses as well as selling and marketing expenses) over the same period.

The table below shows the Group's revenue for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Revenue from sale of apartments and villas	8,963,895	6,552,585	5,555,096
Less: Units cancelled during the year ⁽¹⁾	(74,231)	(59,852)	(11,874)
Add: Revenue from security services	—	11,694	6,953
	8,889,664	6,504,427	5,550,175

Notes:

⁽¹⁾ Represents revenue from sales and purchase agreements which were cancelled as a result of customer defaults.

For the year ended 31 December 2024, the Group's revenue increased by AED 2,385 million, or 36.7 per cent., compared to the year ended 31 December 2023. This increase was principally attributable to the expedited launch of new projects such as Sobha Orbis, Skyscape, Elwood, Solis and Skyvue and a corresponding revenue recognition from the accelerated pace of construction of the Group's projects.

For the year ended 31 December 2023, the Group's revenue increased by AED 954 million, or 17.2 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to an increase in sales, which in turn increased construction progress and revenue recognition.

Direct costs

The Group's direct costs principally comprise the costs it incurs in the construction of the residential units which it sells and is also recognised over the period of construction. The table below shows the Group's direct costs for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Development cost of villas and properties	5,421,039	3,862,576	3,397,123
Less: Cost of units cancelled during the year ⁽¹⁾	(41,794)	(38,578)	(4,589)
Add: Other direct costs	—	10,719	4,696
	5,379,245	3,834,717	3,397,230

Notes:

⁽¹⁾ Represents direct costs relating to sales and purchase agreements which were cancelled as a result of customer defaults.

For the year ended 31 December 2024, the Group's direct costs increased by AED 1,545 million, or 40.3 per cent., compared to the year ended 31 December 2023. This increase was primarily due a rise in development costs, which were driven by an increase in the total budgeted costs for a few high-value projects (The S Tower and Sobha One) during the year. Higher construction costs, including land expenses, were also driven by an accelerated construction pace across projects and the launch of new developments such as Sobha Orbis, Skyscape, Elwood, Solis and Skyvue.

For the year ended 31 December 2023, the Group's direct costs increased by AED 437 million, or 12.9 per cent., compared to the year ended 31 December 2022. This rise was mainly attributable to elevated construction costs, including land expenses, due to a higher construction pace across projects and the initiation of new projects such as Sobha One, Riverside Crescent, Sea Heaven, and Sobha Reserves in 2023.

Gross profit

Reflecting the above factors:

- For the year ended 31 December 2024, the Group's gross profit increased by AED 841 million, or 31.5 per cent., compared to the year ended 31 December 2023.
- For the year ended 31 December 2023, the Group's gross profit increased by AED 517 million, or 24.0 per cent., compared to the year ended 31 December 2022.

The Group's gross profit margins were 39.5 per cent. for the year ended 31 December 2024, 41.0 per cent. for the year ended 31 December 2023 and 38.8 per cent. for the year ended 31 December 2022.

Other expenses and income

The following table shows the Group's other expenses and income for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Gross profit	3,510,419	2,669,710	2,152,945
Administrative and general expenses.....	(569,834)	(548,957)	(294,783)
Depreciation and amortisation.....	(19,996)	(21,302)	(16,993)
Selling and marketing expenses.....	(1,426,507)	(1,338,898)	(652,496)
Finance costs – net.....	(227,844)	(82,627)	(72,803)
Share of profit from investment in joint venture.....	22,891	—	—
Gain on fair value of investment properties	545,125	2,204,554	77,859
Other income.....	234,404	109,950	33,663
Profit before tax	2,068,658	2,992,430	1,227,392
Income tax.....	(181,285)	—	—
Profit for the year from continuing operations	1,887,373	2,992,430	1,227,392
Loss for the year from discontinued operations.....	(26,946)	—	—
Net profit for the year	1,860,427	2,992,430	1,227,392

Administrative and general expenses

The table below shows the Group's administrative and general expenses for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Salaries and other benefits.....	230,281	196,765	153,258
Commission expense.....	221,307	252,066	85,702
Legal and professional.....	19,319	19,933	5,147
Communication expense.....	19,084	15,276	5,881
Charity and donation.....	18,000	—	—
Repairs and maintenance.....	17,498	17,941	12,599
Aircraft management fees.....	11,278	880	—
Bank charges.....	3,319	3,983	975
Printing and stationary.....	2,282	2,872	1,586
Utilities.....	1,522	5,563	6,331
Rent.....	958	738	799
Administration and management fee.....	—	10,068	14,487
Property and equipment written off.....	—	2,431	—
Vehicle maintenance.....	—	699	—
Other.....	24,986	19,742	8,018
	569,834	548,957	294,783

For the year ended 31 December 2024, the Group's administrative and general expenses increased by AED 21 million, or 3.8 per cent., compared to the year ended 31 December 2023. This increase was principally attributable to higher salary expenses, which were driven by an increase in the headcount of employees.

For the year ended 31 December 2023, the Group's administrative and general expenses increased by AED 254 million, or 86.2 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to higher salary expenses, which were driven by an increase in the headcount of employees.

Selling and marketing expenses

The table below shows the Group's selling and marketing expenses for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Commission expense.....	833,129	998,466	544,705
Advertisement and marketing	439,046	273,529	91,925
Business promotion.....	65,435	50,581	15,866
Royalty expense	88,897	16,322	—
	1,426,507	1,338,898	652,496

For the year ended 31 December 2024, the Group's selling and marketing expenses increased by AED 88 million, or 6.5 per cent., as compared to the year ended 31 December 2023. This increase was principally attributable to higher advertisement and marketing expenses, which were a result of the expansion of the Group's market presence and higher royalty expenses driven by an increase in sales.

For the year ended 31 December 2023, the Group's selling and marketing expenses increased by AED 686 million, or 105.2 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to the Group's increased market presence, promoting increased brand recall, additional marketing expense for slow-moving inventory and expenses related to brokerage and commissions due to sales growth which are recognised earlier than corresponding revenue which is recognised gradually based on percentage completion.

Gain on fair value of investment properties

The Group's investment properties are recognised at fair value. These properties are fair valued annually on the basis of market value (if readily available) or by an independent professionally qualified valuation firm with experience in property valuations in the locations and segments of the properties being valued and in compliance with the Appraisal and Valuation Standards published by the Royal Institution of Chartered Surveyors. After initial recognition, investment properties are accounted for using the fair value model. Investment Properties are revalued periodically and included in the statement of financial position at their open market values. Fair value of investment properties at the period end is based on valuation by the independent professional valuer where market values are not readily available. Where the market values are readily available, the fair value is ascertained based on latest transacted deals in the open market. Any change in the fair value of the Group's investment properties from year to year is recognised in the Group's consolidated statement of comprehensive income.

For the year ended 31 December 2024, the Group's gain on fair value of investment properties decreased by AED 1,659 million, or 75.3 per cent., compared to the year ended 31 December 2023. This decrease was primarily due to a stabilization of land valuations during the year, as well as 88 per cent. of the Group's available land bank (as at 31 December 2024) being replenished during the year, as a result of new purchases of land.

For the year ended 31 December 2023, the Group's gain on fair value of investment properties increased by AED 2,127 million, or 2,731.5 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to an increase in the fair value of Sobha Hartland II land, amounting to AED 2 billion.

Other income

The table below shows the Group's other income for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Late payment charges.....	125,956	64,643	—
Income from terminated units ⁽¹⁾	3,854	12,994	6,610
Interest income on deposits	92,205	9,729	—
Gain on sale of properties and equipment	57	—	38
Development management fees.....	3,521	—	—
Other.....	8,811	22,584	27,015
	234,404	109,950	33,663

Notes:

⁽¹⁾ Represents late payment charges on due instalments (collected from customers) and advances paid by customers and forfeited due to customer defaults in respect of the sale and purchase agreement payment terms.

For the year ended 31 December 2024, the Group's other income increased by AED 124 million, or 113.2 per cent., compared to the year ended 31 December 2023. This increase was principally attributable to higher interest income on bank deposits and a higher late payment charge collected from customers. Late payment charges recorded a 94.8 per cent. increase in 2024. However, the contribution of late payment charges to total sales remained marginal, accounting for 0.74 per cent. of total sales in 2024 and 0.41 per cent. of total sales in 2023.

For the year ended 31 December 2023, the Group's other income increased by AED 76 million, or 226.6 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to increased income from customer advances forfeited due to customer defaults in respect of sale and purchase payment terms, interest income on deposits and late payment charges collected from customers.

Net profit

Reflecting the above factors:

- for the year ended 31 December 2024, the Group's net profit decreased by AED 1,132 million, or 37.8 per cent., compared to the year ended 31 December 2023;
- for the year ended 31 December 2023, the Group's net profit increased by AED 1,765 million, or 143.8 per cent., compared to the year ended 31 December 2022; and

The Group's net profit margins were 20.9 per cent. for the year ended 31 December 2024, 46.0 per cent. for the year ended 31 December 2023 and 22.1 per cent. for the year ended 31 December 2022.

Analysis of Certain Consolidated Statement of Financial Position Items

Assets

The Group's principal assets are its trade and other receivables, investment properties and properties under development which, together, accounted for 76.7 per cent. of the Group's total assets as at 31 December 2024 (compared to 70.2 per cent. as at 31 December 2023 and 80.3 per cent. as at 31 December 2022). The table below shows the Group's trade and other receivables, investment properties and properties under development as at 31 December in each of 2024, 2023 and 2022.

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Total assets	15,953,108	14,445,729	10,102,859
<i>Of which:</i>			
Trade and other receivables.....	6,253,750	5,590,549	5,286,478
Investment properties	3,038,826	2,278,310	1,303,186
Properties under development (non-current and current)	2,939,949	2,269,535	1,520,735

Trade and other receivables

Trade and other receivables principally comprise amounts that are receivable from customers. In accordance with IFRS and the accounting policy adopted by the Group, the revenue for the accounting period is recognised in proportion to the construction works executed. Hence, actual sales in a particular period are recognised over the lifecycle of the project in proportion to the construction works completed. Trade receivables are calculated as cumulative revenue recognised until the end of the relevant period, less amounts received from customers. Such trade receivables also accumulate the amounts which are not due from the customers. The customers are obligated to complete payments in accordance with their respective payments plans. The table below shows the Group's trade and other receivables as at 31 December in each of 2024, 2023 and 2022.

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Financial assets			
Trade receivables.....	5,809,178	5,141,323	4,960,512
Deposits.....	56,994	129,660	20,448
Other receivables.....	246	2,124	—
	5,866,418	5,273,107	4,980,960
Non-financial assets			
Prepayments	25,728	5,150	13,577
Advance to suppliers	149,118	57,651	62,358
Advances	57,500	44,500	4,828
VAT receivable - net.....	61,486	46,371	33,903
Deferred expenses	90,113	160,477	188,359
Staff advances	3,387	3,293	2,493
	387,332	317,442	305,518
	6,253,750	5,590,549	5,286,478

The Group's exposure to credit risk in respect of trade receivables is mainly influenced by the individual characteristics of its customers. However, the Group's policy is to collect advances from its customers on a periodic basis and title transfer of properties to customers takes place only after final settlement of all dues by them.

Dubai Law No. (19) of 2017 amending Dubai Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai outlines the process which developers must follow to terminate off-plan sale and purchase agreements in the case of customer defaults. Upon the occurrence of a customer payment default, the developer is required to inform the DLD of such occurrence as well as information about the purchaser, the developer and the property in question. The DLD initiates a review on the basis of this information and, once the default has been verified, it serves a written notice on the defaulting purchaser for rectifying the default within 30 days of the notice. During this period, the DLD may also facilitate an amicable settlement between the defaulting purchaser and the developer. If such settlement is reached, a settlement agreement setting out the terms thereof is entered into by the defaulting purchaser and the developer. If no such settlement is reached and the default persists beyond the 30 day period, the DLD issues a report affirming the developer's compliance with Dubai Law No. (19) of 2017 and the current completion percentage of the property. On the basis of this report and upon the developer's request following its receipt of this report, the DLD de-registers the relevant sale and purchase agreement (without requiring any court or tribunal order or direction) in the following manner:

Construction completion %	Termination process
>80%	Developer can choose to continue with the sale and purchase agreement, retaining all amounts received to-date and requesting outstanding payments from the purchaser. Alternatively, the developer may request the DLD to sell the property through a public auction and offset the proceeds against the outstanding purchase price. The developer also has the option to unilaterally terminate the sale and purchase agreement and retain 40 per cent. of the purchase price (with

<u>Construction completion %</u>	<u>Termination process</u>
	the excess amounts already paid to be refunded to the purchaser within a specified timeframe)
60%-80%.....	The developer has the option to unilaterally terminate the sale and purchase agreement and retain 40 per cent. of the purchase price (with the excess amounts already paid to be refunded to the purchaser within a specified timeframe)
<60%	The developer has the option to unilaterally terminate the sale and purchase agreement and retain 25 per cent. of the purchase price (with the excess amounts already paid to be refunded to the purchaser within a specified timeframe)
Not commenced.....	The developer has the option to unilaterally terminate the sale and purchase agreement and retain 30 per cent. of the amount already paid (with the remaining amount to be refunded to the purchaser within a specified timeframe)
Cancelled by RERA	The developer must refund all payments received

Purchasers have the right to challenge the termination of their sale and purchase agreement if they believe it was not done in good faith, allowing them to approach the courts or resort to arbitration for resolution.

Accordingly, the Group is not exposed to any significant credit risk exposure to any single counterparty or any group of counterparties having similar characteristics and, based on historical information about customer default rates, the Group considers the credit quality of trade receivables that are not past due or impaired to be good. As at 31 December 2024, 31 December 2023 and 31 December 2022, none of the Group's trade receivables were classified by the Group as past due and impaired.

Investment properties

Land (including land held for undetermined use) and buildings held by the Group for capital appreciation is classified as investment property. Investment property is initially recognised at cost, including related transaction costs, and thereafter is measured at fair value in accordance with IAS 40: *Investment Property*.

Valuations of the Group's investment property are conducted annually on the basis of market value (if readily available) or by an independent professionally qualified valuation firm with experience in property valuations in the locations and segments of the properties being valued and in compliance with the Appraisal and Valuation Standards published by the Royal Institution of Chartered Surveyors. Any gain or loss arising from the fair valuation is recognised in the consolidated statement of comprehensive income.

When the Group commences the development of an investment property, such property is classified under properties under development until development is complete (at which time the property is transferred to the appropriate category).

Fluctuations in the Group's investment property since 2020 are primarily attributable to fair value gains/losses as well as re-classification of investment property as property under development. In addition, in 2022, the Group also entered into transfer agreements with one of its shareholders in respect of the acquisition and disposal of certain investment properties. For further details in respect of the Group's investment properties, see note 8 to the 2024 Financial Statements and note 7 to the 2023 Financial Statements.

Properties under development

Land or buildings identified as under construction for sale are classified as properties under development. These properties are stated at the lower of cost and estimated net realisable value. For this purpose, cost comprises the cost of purchase, construction, design and architecture, capitalised borrowing costs and other related expenditures such as professional fees, project management fees and engineering costs attributable to the project while estimated net realisable value is the estimated selling price in the ordinary course of business, less estimated cost of completion and estimated selling expenses.

The amount of any write-down of or provision for properties held for sale is recognised as an expense in the period when the write-down or loss occurs. The amount of any reversal of any write-down or provisioning arising from an increase in net realisable value is recognised in the consolidated profit or loss for the period in which the increase takes place.

Properties under development may be transferred to:

- investment property where there is a change in use of the property and it becomes held for rental or capital appreciation or both; or
- property and equipment where the property becomes owner occupied.

Transfers of properties under development to investment property are made at fair value and any gain arising on the transfer is recognised in the consolidated statement of comprehensive income at the time of the transfer. Transfers of properties under development to property and equipment are made at the carrying value of the property at the date of transfer.

For further details in respect of the Group's properties under development, see note 9 to the 2024 Financial Statements and note 8 to the 2023 Financial Statements.

Liabilities

The Group's principal liabilities are its borrowings which accounted for 29.8 per cent. of the Group's total liabilities as at 31 December 2024 (compared to 34.3 per cent. as at 31 December 2023 and 67.9 per cent. as at 31 December 2022). Unlike most other real estate developers, the Group does not have significant liabilities categorised as trade and other payables due to its backward integrated model.

Borrowings

The table below shows the Group's borrowings as at 31 December in each of 2024, 2023 and 2022.

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Total liabilities	6,743,297	4,447,606	2,766,983
Borrowings			
Term finance ⁽¹⁾	168,893	298,629	1,667,148
<i>Current</i>	67,594	217,755	177,474
<i>Non-current</i>	101,299	80,874	1,489,674
Foreign currency loan.....	—	—	210,342
<i>Current</i>	—	—	121,038
<i>Non-current</i>	—	—	89,304
Short term loan.....	—	181,833	—
<i>Current</i>	—	181,833	—
<i>Non-current</i>	—	—	—
Sukuk certificates	1,840,563	1,046,663	—
<i>Current</i>	—	—	—
<i>Non-current</i>	1,840,563	1,046,663	—
	2,009,456	1,527,125	1,877,490
<i>Of which:</i>			
Current.....	67,594	399,588	298,512
Non-current	1,941,862	1,127,537	1,578,978

⁽¹⁾ As at 31 December 2023, term finance included a loan from Global Jet Capital under Sobha Jet Limited (IOM). Following the transfer of Sobha Jet Limited to Mr. PNC Menon, this loan is no longer reflected in term finance as at 31 December 2024.

The table below shows the movement in the Group's borrowings as at 31 December in each of 2024, 2023 and 2022.

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Opening balance.....	1,527,125	1,877,490	2,455,790
Proceeds during the year	1,191,238	1,942,356	105,000
On acquisition of subsidiary.....	—	110,175	—
On disposal of subsidiary	(89,868)	—	—
Interest expense on borrowings.....	89,442	47,577	130,863
Repayments during the year	(708,481)	(2,450,473)	(814,163)
Closing balance.....	2,009,456	1,527,125	1,877,490

The table below shows the maturity profile of the Group's borrowings as at 31 December 2024.

	As at 31 December 2024	
	<i>(AED '000)</i>	<i>(per cent.)</i>
Repayable within 12 months.....	67,594	3.4%
Repayable between 1 and 3 years.....	101,299	5.0%
Repayable between 3 and 5 years.....	1,840,563	91.6%
	2,009,456	100%

As at 31 December 2024, PNCI had purchased and procured the cancellation of U.S.\$30,000,000 of the U.S.\$300,000,000 trust certificates due 2028 of the Trustee issued on 17 July 2023. As at the date of this Base Offering Circular, the outstanding amount under the trust certificates due 2028 is U.S.\$500,000,000. For further details in respect of the Group's borrowings (including security granted for the Group's borrowing facilities), see note 21 to the 2024 Financial Statements and note 20 to the 2023 Financial Statements.

Equity

As at 31 December 2024, PNCI's authorised, issued and fully paid-up share capital amounted to AED 300,000 and comprised 300 shares of AED 1,000 each. As at the same date, the Group's retained earnings amounted to AED 9,019 million. Under UAE law and PNCI's articles of association, a minimum of 5 per cent. of PNCI's net profit each year must be allocated to a statutory reserve, which is not distributable. This allocation is no longer required when the statutory reserve reaches 50 per cent. of the PNCI's paid-up capital. As at 31 December 2024, PNCI's statutory reserve amounted to AED 1.2 million.

Liquidity

The Group's principal liquidity requirements arise from the need to fund the development of its projects and the Group funds these requirements through pre-sales of its residential units as well as through bank borrowings.

Following the sale of a residential unit, customer payments are held in an escrow account. All construction payments are made from the associated project escrow account. The Group is permitted to withdraw cash from its escrow accounts before project completion to the extent that the relevant balance exceeds the construction costs remaining on the project (and subject to such withdrawal being approved by the DLD and any other relevant departments). The Group is required to maintain an amount equal to 5 per cent. of construction costs of the relevant project in the associated escrow account for a period of one year following completion of the project.

Cash flow

The table below summarises the Group's consolidated statement of cash flows for the year ended 31 December in each of 2024, 2023 and 2022.

	For the year ended 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Net cash from operating activities.....	3,763,940	2,960,601	1,408,025
Net cash used in investing activities.....	(2,750,533)	(824,022)	(169,275)
Net cash used in financing activities	(294,020)	(709,229)	(796,632)
Net change in cash and cash equivalents	719,387	1,427,350	442,118
Cash and cash equivalents, beginning of year.....	2,106,505	679,155	237,037
Cash and cash equivalents, end of year	2,825,892	2,106,505	679,155

Net cash from operating activities

For the year ended 31 December 2024, the Group's net cash from operating activities increased by AED 803 million, or 27.1 per cent., compared to the year ended 31 December 2023. This increase was principally attributable to lower non-cash income recognised during the year (principally attributable to lower fair value gain on investment property) and an efficient cash utilisation towards working capital. For further details in respect of the Group's net cash from operating activities during this period, see note 35 to the 2024 Financial Statements.

For the year ended 31 December 2023, the Group's net cash from operating activities increased by AED 1,553 million, or 110.3 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to higher net income recorded during the year and lower cash utilisation towards working capital. For further details in respect of the Group's net cash from operating activities during this period, see note 32 to the 2023 Financial Statements.

Net cash used in investing activities

For the year ended 31 December 2024, the Group's net cash used in investing activities increased by AED 1,927 million, or 233.8 per cent., compared to the year ended 31 December 2023. This increase was principally attributable to the purchase of land parcels in Jebel Ali, Motor City and Al Yufrah and the capital contribution towards the joint venture entered with UAQ PROPERTIES for the development of Al Siniya Island.

For the year ended 31 December 2023, the Group's net cash used in investing activities increased by AED 655 million, or 386.8 per cent., compared to the year ended 31 December 2022. This increase was principally attributable to the acquisition of Sobha Jet Limited and the purchase of a land parcel located at Plot No. 1238 (643-8092), Wadi Al Safa Two, Dubai.

Net cash used in financing activities

For the year ended 31 December 2024, the Group's net cash used in financing activities decreased by AED 415 million, or 58.5 per cent., compared to the year ended 31 December 2023. This decrease was principally attributable to the higher net proceeds from the Group's borrowings, partially offset higher dividends paid during the year.

For the year ended 31 December 2023, the Group's net cash used in financing activities decreased by AED 87 million, or 11.0 per cent., compared to the year ended 31 December 2022. This decrease was principally attributable to proceeds from the Group's borrowings. This decrease was partially offset by an increase in repayment of borrowings during the year.

Contingent Liabilities and Capital Commitments

The table below shows the Group's contingent liabilities and capital commitments as at 31 December in each of 2024, 2023 and 2022.

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Capital commitments for properties under development	18,267,476	12,961,000	5,677,502
Performance guarantees	173,607	251,250	77,643

	As at 31 December		
	2024	2023	2022
<i>(AED '000)</i>			
Capital commitment for purchase of land	—	—	460,000
Capital commitment for work in progress.....	803,345	—	—
Capital commitment for investment property under development	203,694	—	—
Capital commitment for intangible assets under development	4,237	—	—

The Group's capital commitments represent the value of the contracts issued as at the reporting date, net of invoices received and accruals made at that date. No assurance can be given as to the actual amounts of capital expenditure that may be incurred in future periods. The timing and amount of capital expenditure is highly dependent on market conditions, the progress of projects, new opportunities that may arise and a range of other factors outside the control of the Group.

Related Party Transactions

The Group's principal related party transactions are with its shareholders, its executive management and entities controlled by any of them. Transactions with related parties usually comprise transfer of resources, services or obligations between the parties (such as construction and development expenses and project design and supervision fee) and are measured at amounts agreed by both parties. For further details in respect of the Group's related party transactions, see note 14 to the 2024 Financial Statements and note 13 to the 2023 Financial Statements.

Disclosures about Financial Risk

The Group is exposed to market risks, credit risks and liquidity risks as summarised below. For further details in respect of the Group's exposure to these financial risks, see note 36 to the 2024 Financial Statements.

Market risk

Market risk is the risk that the value of a financial instrument will fluctuate as a result of changes in market prices (whether those changes are caused by factors specific to the individual security or its issuer or factors affecting all securities traded in the market). The Group is exposed to market risk due to its use of financial instruments and, in particular, the Group is exposed to currency risk, interest rate risk and certain other price risks, which result from both its operating and investing activities.

The Group mainly operates in the UAE and is exposed to interest rate risk with respect to its borrowings. For details on the impact of a +/- 1 per cent. change in interest rates in respect of the Group's borrowings as at and for the years ended 31 December 2024 and 31 December 2023, see note 36.1 to the 2024 Financial Statements.

Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Group's maximum exposure to credit risk is limited to the carrying amount of receivables it recognises as at the relevant reporting date.

As at 31 December 2024, the Group's maximum exposure to credit risk was AED 8,864 million (compared to AED 7,372 million as at 31 December 2023). As at 31 December 2024, the Group was not exposed to any significant credit risk exposure to any single counterparties or group of counterparties having similar characteristics. The Group's exposure to credit risk is mainly influenced by the individual characteristics of its customers. However, the Group's policy is to collect advances from customers on a periodic basis and the handover of properties to customers only takes place after final settlement of all payments due.

Liquidity risk

Liquidity risk is the risk that a company will encounter difficulty in raising funds to meet commitments associated with financial instruments. The Group manages its liquidity needs by monitoring scheduled debt servicing payments for long-term financial liabilities as well as forecast cash inflows and outflows due in day-to-day business.

DESCRIPTION OF THE GROUP'S BUSINESS

Overview

PNCI was incorporated in Dubai, UAE in 2011 as a limited liability company under Federal Law No. (8) of 1984 concerning Commercial Companies (as amended) with license number 661013 for an automatically renewable term of 25 years. It is the parent company of Sobha LLC, a leading real estate developer incorporated in Dubai, UAE and Sobha Lifestyle City Limited (see "*Description of the Group's Business – Shareholding and Group Structure*" for a description of key operating subsidiaries and affiliates and "*Description of the Group's Business – History*"). PNCI's registered office is at 13th Floor, Sobha Sapphire Building, Business Bay, P.O. Box 125250, Dubai, UAE and its switchboard telephone number is +971 4 423 8064.

The principal activities of the Group are real estate development and investment in land and properties. The Group commenced its first project in the UAE in the fourth quarter of 2013 and, as at 31 December 2024, had:

- completed and fully sold 13 projects, comprising 10.1 million square feet of saleable area delivered with a sales value of AED 18.6 billion;
- 23 projects under development which are expected to be completed by the first quarter of 2029, comprising 44.2 million square feet under construction with a sales value of AED 59.2 billion; and
- an available land bank (which is freehold) comprising 20.7 million gross floor area square feet, which PNCI deems sufficient for planned projects over the next two to three years.

As at 31 December 2024, the Joint Venture had:

- 9 projects under development which are expected to be completed by the third quarter of 2028, comprising 7.4 million square feet under construction with a sales value of 9 billion; and
- an available land bank comprising 8.2 million square feet.

With its focus on delivering premium quality luxury developments for the mid- to high-end segment and achieving a "top 2" market position (in terms of sales value) in Dubai's private real estate segment, the Group's key differentiator is its entrenched and synergetic commercial relationships with related companies which allow it to efficiently procure capabilities required to deliver a real estate project from conceptualisation to completion (including design and architecture services, construction contractors including MEP, landscaping, manufacturing for furniture, interiors and facades, facility management, short-term lease management services, security services, cooling services and ready mixed concrete). The Group is therefore uniquely positioned to phase out the majority of third party sub-contractors, which are commonly engaged by real estate developers, thereby facilitating the timely completion of projects in accordance with high-quality specifications. The success of this approach is reflected in the Group's competitive position as the second largest private real estate developer in Dubai in 2023 (according to the Group's in-house market research data) as well as its industry recognition (including being awarded the Project of the Year (New Construction) in 2024 by CPI Climate Control Awards, the Developer of the Year award at the Gulf Business Awards 2024, the Developer of the Year and the Luxury Residential Development of the Year in 2023 by the Real Estate Asia Awards).

For the year ended 31 December 2024, the Group's revenue was AED 8.9 billion and its net profit for the year was AED 1.9 billion. For the year ended 31 December 2024, the Group's sales were AED 17.0 billion. As at 31 December 2024, the Group's total assets were AED 16.0 billion (of which, AED 3.0 billion comprised investment properties and AED 2.9 billion comprised properties under development) while its total liabilities were AED 6.7 billion (of which, AED 2.0 billion comprised borrowings).

History

The Group's principal milestones are set out below:

Year	Milestone
1976	Mr. PNC Menon's interior decoration firm was incorporated and commenced operations in Oman. This was the first step towards establishing a business empire that would span across continents.
1995	Sobha Limited (India) was incorporated to focus on real estate development and construction and it went on to become a major participant in the Indian real estate industry.
2011	PNCI was incorporated in Dubai, UAE to focus on developing luxury properties and real estate investments in Dubai and adjoining markets.
2013	The Group's first project, District One in Mohammed Bin Rashid City (" MBR City "), was commenced. The project was a significant undertaking that aimed to create a new luxury residential and commercial destination in Dubai.
2014	Sobha Hartland project was commenced, which was another high-profile project that aimed to create a new luxury residential destination in Dubai. The project featured state-of-the-art amenities and was designed to offer residents high standard of luxury living.
2018	District One was completed, marking a significant achievement for the Group. The project's success was a testament to the Group's ability to undertake large-scale developments.
2021	The S project was commenced, which aims to create a new luxury residential and commercial destination in Dubai.
2022	The Sobha One project was commenced as a high-end residential project. The SeaHaven project was commenced with the aim to create a new luxury waterfront destination. Sobha Waves Opulence and Creek Vista Heights projects were launched.
2023	Verde by Sobha, an uber-luxury residential tower in Jumeirah Lake Towers, was launched. Hartland II, a community located near Sobha Hartland, was launched.
2024	Sobha Orbis and Solis located in Motor City, Sobha Skyscape and Skyvue located in Hartland II, Elwood Estates located in Al Yufrah and Sobha Siniya Island located in Umm Al Quwain were launched.

Shareholding and Group Structure

As at the date of this Base Offering Circular, Mr. PNC Menon held 53 per cent. of PNCI's outstanding share capital while Mrs. Sobha Menon held 47 per cent. of PNCI's outstanding share capital.

As at the date of this Base Offering Circular, the Group's key operating subsidiaries were:

- Sobha LLC – a limited liability company incorporated in March 2012 in Dubai, UAE, with PNCI holding 100 per cent. of its outstanding share capital. Sobha LLC's principal activity is real estate development and this entity contributes almost all of the Group's revenues;
- Sobha Lifestyle City Limited – a limited liability company incorporated in September 2011 in the Jebel Ali Free Zone, Dubai, UAE, with PNCI holding 88.89 per cent. of its outstanding share capital and other non-Menon family shareholders holding the remaining 11.11 per cent. of its outstanding share capital (with none of the investors holding more than 10 per cent.). As at the date of this Base Offering Circular, PNCI has entered into a share buyback agreement with certain non-Menon family shareholders to purchase their shares. Sobha Lifestyle City Limited's principal activity is investment in land and properties;
- Sobha Furniture Systems LLC – a limited liability company incorporated in August 2023 in the UAE, with PNCI holding 100 per cent. of its outstanding share capital. The company's principal business activity is producing assembled cabinets primarily for local markets and flat-pack cabinets for export markets; and

- Sobha Capital LLC – a limited liability company incorporated in February 2013 in the UAE, with PNCI holding 100 per cent. of its outstanding share capital. This company's principal business activity is holding lands and owning retail units for rental income.
- Sobha Energy Solutions LLC – incorporated in March 2022, it undertakes the business of installing central cooling plants and providing cooling services to the Group's developments.

As at the date of this Base Offering Circular, the Group's operations also involve the following key related companies that have shareholders in common with PNCI ("**Related Companies**"):

- PNC Architects ("**PNC Architects**") – incorporated in January 2012 in the UAE, its principal activity is providing design and architecture services for real estate projects;
- Latinem Facilities Management LLC ("**Latinem Facilities Management**") – incorporated in February 2014 in the UAE, its principal activity is facility management (including provision of security services) and maintenance management of real estate developments;
- Sobha Constructions LLC ("**Sobha Constructions**") – incorporated in November 2016 in the UAE, its principal activity is acting as the construction contractor for real estate developments;
- Sobha Furniture Industries LLC ("**Sobha Furniture**") – incorporated in October 2017 in the UAE, its principal activity is providing interior design services and furniture (such as wooden doors, vanity cabinets, wardrobes and kitchen cabinets) for real estate developments;
- Sobha Facade Industries LLC ("**Sobha Facade**") – incorporated in April 2018 in the UAE, its principal activity is providing design, engineering, production and installation services in respect of façade systems for real estate developments;
- Sobha Modular Industries LLC ("**Sobha Modular**") – incorporated in February 2023 in the UAE, it undertakes the business of design, manufacture and installation of shower pods, power pods and maid pods across real estate projects of the Group;
- Stay by Latinem LLC ("**Stay by Latinem**") – incorporated in December 2021 in the UAE, it undertakes the business of holiday home booking and property management;
- Sobha Community Management LLC ("**Sobha Community Management**") – incorporated in August 2022 in the UAE, it undertakes the business of managing joint owners' association and their communities in the UAE;
- Sobha Concrete LLC ("**Sobha Concrete**") – incorporated in August 2024, it undertakes the business of designing and supplying ready mix concrete, specialising in the production of high performance concrete including self-compacting concrete, fibre infused concrete, underwater concrete and green concrete; and
- Sobha Advanced Industries LLC ("**Sobha Advance**") – incorporated in October 2024, it undertakes the business of producing horizontal corridor modules, kitchen-above-MEP modules, bathroom-above-MEP modules, vertical risers, and PI duct.
- Sobha Advance Prefab Steel Solutions ("**Sobha Advance Prefab Steel**") – incorporated in February 2025, it has established a cut-and-bend factory, along with a prefab rebar caging facility, catering to rebar cage structure for both vertical and horizontal applications.

The majority of the Related Companies provides services solely to the Group or to other Related Companies and such services are provided on an arm's-length basis. Latinem Facilities Management and Sia Landscaping also provide services to external parties but the revenue from such services is immaterial.

Dividend distribution policy

PNCI's dividend distribution policy is as follows:

- PNCI may distribute around 50 per cent. of its annual consolidated net income to its shareholders (the "**Distribution**"). Such Distribution shall be made no later than six months after the end of the

financial year to which such Distribution relates or at such other intervals as the board of directors of PNCI (the "**Board**") may determine from time to time;

- the terms of any Distribution (including the final amount and timing of such Distribution) will at all times remain at the sole and absolute discretion of the Board, who will be required to approve each Distribution by a separate resolution declaring such Distribution;
- the Board shall take into consideration various factors before declaring or making such Distribution, including (without limitation):
 - general economic and business conditions, PNCI's strategic objectives, its financial results and conditions, its cash requirements and the benefits of investing any future earnings in the development and growth of its business;
 - any legal requirements and any contractual obligations or limitations, whether currently applicable or which may become relevant in the future, which affect, or may affect, PNCI's ability to approve or make such Distribution;
 - the requirements of any future financing agreements to which PNCI may be a party; and
 - any other factors which the Board may deem relevant in respect of the Distribution in question.

Key Credit Strengths

The Group's key credit strengths are set out below.

Entrenched and synergetic commercial relationships with related companies

The Group has entrenched and synergetic commercial relationships with the Related Companies. The effect of such relationships is that the Group, together with the Related Companies, operates as a backward integrated real estate group. Such an arrangement gives the Group efficient and cost-effective access to all requisite key competencies and resources to deliver a project from conceptualisation to completion, including the design, engineering and contracting, material sourcing, craftsmanship and quality control stages.

For instance, a typical real estate developer model would include the following functionalities: permissions and licenses; land acquisition; demand and supply assessment (including mix-of-use assessment); and real estate development. The Group's model of integration with Related Companies includes the following additional functionalities: site and civil works; glass purchasing; curtain wall and window assembly; glass and roofing installation; cement purchasing; concrete batching; concrete mixing, transport and hoisting; concrete formwork, placing and finishing; structural works; building products procurement; mechanical, electrical and plumbing works; cabinet, doors and trim manufacturing; shop and field labour including wallboard, painting, carpets, tiles and carpentry; interior finishes work; engineering; general contracting; architecture; mortgage and loan brokerage; equity investment in projects; and property management. Therefore, within the real estate development cycle, the only key functionalities not currently included in the Group's in-house competencies are limited to heavy equipment manufacturing; float and plate glass manufacturing; cement manufacturing; building products manufacturing; and project lending.

This integration between the Group and the Related Companies allows effective quality control, timely delivery, supply chain control and cost control of projects which, in turn, has resulted in the Group being able to rapidly capture market share since commencement of operations in the UAE. Accordingly, the Group is able to benefit from quicker decision making and synergies in its execution of projects. In recognition of the Group's unique backward integrated model, Harvard Business School published a case study in respect of this model (titled "Sobha Group Real Estate: Backward Integration for Quality") in January 2019.

Access to premium land bank

The Group has historically acquired land parcels in prime locations (particularly through purchase on favourable terms during cyclical downturns). For instance, the majority of the Group's land bank as at the date of this Base Offering Circular is in premium locations in Dubai such as Sheikh Zayed Road, Motor

City and Al Ain Road. The Group's policy is to maintain a land bank sufficient for at least two to three years of planned project launches and, when acquiring land, the Group proactively considers the options available to it in order to minimise the upfront capital outlay (including through joint ventures, partnerships, purchase on deferred payment basis or other commercial arrangements). For a description of the Group's land bank as at the date of this Base Offering Circular, see "*Description of the Group's Business – Land Bank*".

Strong acceptance and brand recognition due to track record of delivering iconic and superior-quality projects

The Group is particularly well-positioned to capitalise on two significant trends in the Dubai and wider UAE real estate development space:

- buyers are increasingly seeking higher quality, more spacious housing with a comprehensive amenity offering; and
- there is increased demand for off-plan sales as buyers are more comfortable taking a long-term view on the Dubai and wider UAE real estate market and seeking relative value for residential units.

Both trends are entirely aligned with the Group's value proposition. Since the commencement of its first project in 2013, the Group has successfully delivered a number of superior-quality villas and apartments within communities that provide market-leading amenities (see "*Description of the Group's Business – Projects and Pipeline*" for a description of the Group's key projects). This has resulted in a highly satisfied customer base of over 18,000 individual customers as at 31 December 2024 and word-of-mouth publicity for the Group's ongoing and future projects as well as industry recognition of the Group's brand and market position (including being awarded the Project of the Year (New Construction) in 2024 by CPI Climate Control Awards, the Developer of the Year award at the Gulf Business Awards in 2024, the Developer of the Year and the Luxury Residential Development of the Year in 2023 by the Real Estate Asia Awards and the Developer of the Year in 2021 by Construction Week).

Accordingly, not only have the Group's projects tended to trade at higher prices in the secondary market (further elevating the "Sobha" brand), but the Group has also been able to command a price premium for its projects compared to similar properties by other developers in the UAE. For recent project launches, the Group's average sales within the first six months were greater than 50 per cent. of the project value and, as at 31 December 2024, the Group had pre-sold 71 per cent of its projects under development and had a revenue backlog of approximately AED 23.5 billion. This is a reflection of the Group's highly satisfied customer base and, in turn, positively impacts the Group's performance. As a result, the Group has been able to grow at a higher rate than the Dubai real estate market. For instance, according to the Group's in-house research, Dubai's residential primary off-plan market grew by 43 per cent. in 2024 while, during the same year, the Group's sales increased by 8.3 per cent. (as a result of new launches, early delivery of projects and premium pricing). Similarly, the Group has been able to outperform its peers as evidenced by the increase in the Group's share of the Dubai private real estate market based on sales value to 7.0 per cent. as of 31 December 2024 from 2 per cent. in 2019 (according to the Group's in-house market research data). The Group's aim is to increase this market share to 15 per cent. in the medium term.

Prudent financial management and funding principles

Financial policy

The Group has adopted a prudent financial management framework in order to effectively monitor its financial performance and ensure operational success. For instance, the Group aims to maintain its debt to equity ratio at or below 0.5:1 and its net debt to EBITDA ratio below 2.75x. As at 31 December 2024, the Group's debt to equity ratio was 0.22 (compared to 0.16:1 as at 31 December 2023 and 0.24:1 as at 31 December 2022). As at 31 December 2024, the Group's net debt to EBITDA ratio was (0.40)x (compared to (0.19)x as at 31 December 2023 and 0.93x as at 31 December 2022). For a description of how the Group calculates EBITDA, please see "*Selected Financial Information – Selected Alternative Performance Measures – EBITDA*".

Liquidity policy

The Group has implemented liquidity management policies as well as investment criteria (with prescribed payback periods and return on investment).

For the purposes of funding its projects, the Group employs a flexible funding strategy which depends on, among other things, the project being financed, the state of the financing markets, relevant macroeconomic conditions and the execution timing of other transactions being undertaken by it. The level of borrowing required for a particular project is considered at various stages of the project development process based upon the cash flow profile of the project concerned, the availability of financing on attractive terms, the projected returns of the project and other factors which the Group may consider appropriate.

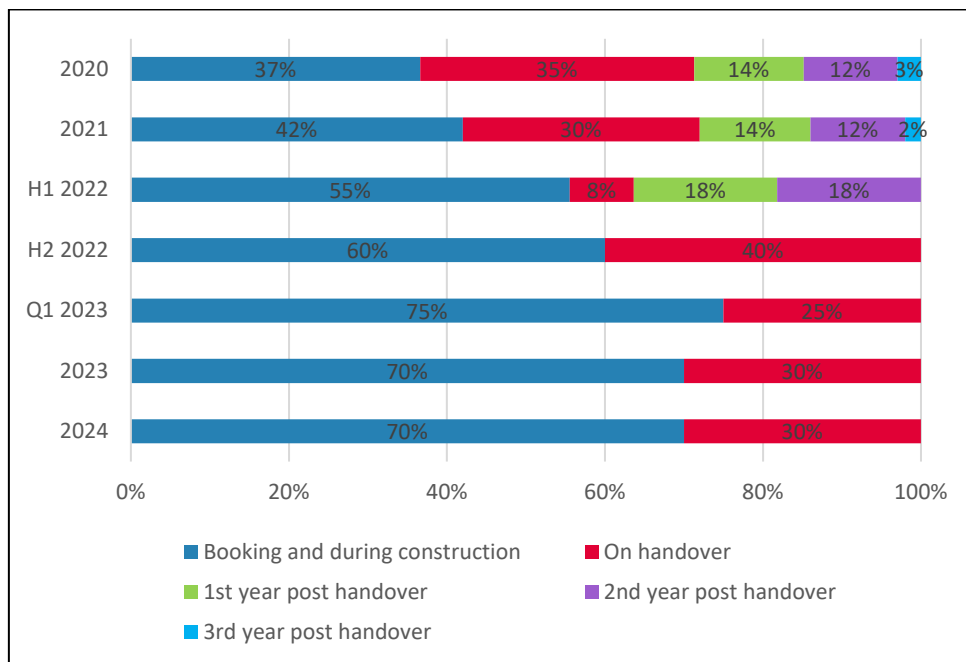
To date, the Group has principally funded its projects using equity, bank loans, sukuk and the proceeds of off-plan sales of residential units. The Group benefits from strong relations with local and regional banks that help to support its operations and growth. As at 31 December 2024, the Group had borrowings of AED 2.0 billion which principally comprised of sukuk certificates and loans from banks. Due to its strong relationships with its bank lenders, the Group also has access to working capital facilities.

The Group has adopted a prudent inventory management framework in order to effectively plan its launches and monitor its sales and available units. The Group has a policy of maintaining an inventory required to meet demand for at least six months but not more than for nine months. The Group's prudent inventory policy has enabled it to manage off-plan sales.

The Group's inventory management framework has also allowed it to successfully navigate various local real estate cycles and economic downturns. For instance, the Group maintained timely delivery of projects despite the shortage of blue-collar labour in the market.

Strategic shift towards no post-handover payment plan

Real estate developers in the UAE usually offer a post-handover payment plan for off-plan properties which allows buyers to pay a pre-determined amount of the purchase price after the property is delivered and the buyer has taken possession. Depending on the type of project and the developer, post-handover payment instalments can range from a few months to a few years after the property is delivered. In addition, such post-handover payment plans may be offered on an interest free basis. Strong market acceptance and brand recognition has allowed the Group to transition towards nil or minimal post-handover payment plans for its projects. No post-handover payment plans have been offered by the Group for projects which commenced from the second half of 2022. As a result, the Group is able to benefit from increased cash inflow during the construction phase of its projects. The risk of delayed payments is also reduced since handover and transfer of legal title is only effected after full payment of the sales value. The following figure illustrates the Group's payment plan options for the years and periods indicated.



Well experienced shareholders and Leadership Team

The Group's shareholders and Leadership Team include experts in multiple areas of real estate and property development and, accordingly, the Group benefits from the strategic direction and supervision of day-to-day operations provided by its personnel (see "*Management and Employees*" for further details).

Strategy

Having established itself as a key player in the Dubai real estate market, the Group's key strategic priorities for the medium- to long-term are as follows:

- capitalising on the high demand for ultra-luxury and luxury residences across Dubai and other Emirates and strategically planning property launches in alignment with such market demand;
- continuing to drive profitability through diversified projects and property offerings;
- focusing on organic development but considering selective strategic partnerships opportunistically to further grow and develop unique offerings; and
- capturing 15 per cent. of the Dubai real estate market share and maintaining a "top 2" market position (in terms of sales value) in Dubai's private real estate segment.

The Group will seek to achieve its strategic priorities through the following areas of focus:

- land bank – the Group will continue to maintain land bank (whether through direct acquisitions, joint ventures, partnerships, purchase on deferred payment basis or other commercial arrangements) to support at least two to three years of planned project launches;
- development – the Group will continue to develop integrated communities while ensuring quality amenities to attract the broadest customer base. While residential unit sales will continue to be the Group's focus, integrated communities will also provide opportunities to diversify the Group's cash flow via sales of retail units;
- marketing – the Group will focus on its overall brand marketing for "Sobha" in order to further develop brand recognition and brand salience in the UAE and other key international markets (for a description of the geographic distribution of the Group's customers, see "*Description of the Group's Business – Customers*"). The Group will primarily seek to continue its reliance on pull marketing strategies for this purpose, including through word-of-mouth publicity and customer loyalty-based incentives. Simultaneously, the Group will also maintain its focus on growing its direct sales channels, including through digital platforms and physical sales kiosks in malls. The Group's marketing strategy will be geared towards positioning it as a customer-oriented real estate brand which seeks to deliver an enriched customer experience. For instance, the Group has implemented customer-facing application of augmented reality, virtual reality and Metaverse solutions to assist its customers' "journey" from the pre-sale stage to their post-handover residential experience in the Group's communities; and
- sales – the Group will aim to strengthen its existing channel partner relationships while growing its channel partner network into other key international markets (for a description of existing channel partner relationships, see "*Description of the Group's Business – Project Implementation Process – Market launch*"). The Group will also build alternate channels for sales, including digital platforms. Through this growing network of sales channels, the Group will focus on targeted international markets through roadshows, online promotions and broker meetings. The Group's aim will be to increase sales through a judicious sales offering comprising robust pricing, payment plans and customer loyalty-based or similar incentive schemes as well as through a seamless sales experience from enquiry to booking (for instance, through digitised or augmented reality, virtual reality and Metaverse solutions).

The Group has designed internal policies and operational parameters in respect of the above areas of focus while retaining flexibility to adjust quickly if required due to market conditions. Accordingly, PNCI believes that the Group is well-positioned to ensure long-term business sustainability and achieve its strategic objectives.

Projects and Pipeline

The Group uses the following operating and performance metrics in evaluating its individual projects:

- saleable area which is, for residential units, the aggregate surface area of all units for sale in each project and, for commercial units, the aggregate surface area of all units for sale plus a proportionate share of the common area on a given floor;
- built up area ("**BUA**") which is the aggregate of saleable area and built-up common areas (including parking, mechanical areas, reception and health and recreational facilities);
- gross floor area ("**GFA**") which is all liveable and recreational areas, consisting of BUA excluding parking and mechanical areas and open terraces;
- sales which is the aggregate value of units sold where the purchaser has made a down payment of at least 10 per cent. and not sought to cancel the purchase;
- inventory which includes units that are available for sale but not yet sold and units that are sold but not classified as sales (e.g., units where the owner is delinquent or has sought to cancel the purchase);
- inventory value which is the aggregate value of the inventory at a sales price based on a weighted average per square foot of prices achieved on sales;
- project cost which is the aggregate of the carrying value of land, development and construction;
- project value which is the sum of booked sales and inventory value;
- project gross profit which is the project value less land acquisition, development and construction costs; and
- project gross profit margin which is the ratio of project gross profit to project value.

Delivered projects

From its inception until 31 December 2024, the Group has completed the construction of 13 projects equating to approximately 10.1 million square feet of saleable area with a total project value of approximately AED 18.6 billion. To date, the Group's projects have consisted of high-end mixed-use communities and mixed-use tower developments with a focus on residential developments.

The following is a summary of the Group's key delivered projects as of 31 December 2024.

District One

District One is located in MBR City and comprises villas and mansions. The construction of the project commenced in the fourth quarter of 2013 and completed in the first quarter of 2019. The project comprises 616 units with a saleable area of approximately 5.6 million square feet and, at completion, the project value was AED 11,205 million.

Sobha Hartland

Sobha Hartland is the Group's first independent master planned project in the UAE and remains one of the largest integrated communities under development in Dubai. Located adjacent to District One, Sobha Hartland is a mixed-use freehold development and has been designed as a complete community. The project features freehold villas, mid- and high-rise apartments, two international curriculum schools and retail stores. The project is spread over 8 million square feet, with over 30 per cent. of the land being dedicated to open and green spaces including walking and jogging tracks. The project is also serviced by the Dubai Road Transport Authority's buses which connects it to the rest of Dubai.

Key delivered projects within the Sobha Hartland development include:

- Hartland Greens – Hartland Greens comprises six mid-rise buildings. This residential project provides amenities and features such as parks, a gym, a sauna, a steam room, retail shops, a leisure deck and a swimming pool for adults and kids;
- Greens Phase I – Greens Phase I comprises studios, one-bedroom, two-bedroom, three-bedroom, four-bedroom and duplex apartments as well as on-street retail units leased to third parties by the Group. Each building comprises a basement, a ground floor and eight additional storeys. The project was launched in the second quarter of 2016 and completed in the second quarter of 2018. The project comprises 168 units with a saleable area of approximately 0.3 million square feet and, at completion, the project value was AED 359 million;
- Greens Phase II – Greens Phase II comprises studios, one-bedroom, two-bedroom, three-bedroom, four-bedroom and duplex apartments as well as on-street retail units leased to third parties by the Group. Each building comprises a basement, a ground floor and eight additional storeys. The project was launched in the fourth quarter of 2017 and completed in the fourth quarter of 2019. The project comprises 354 units with a saleable area of approximately 0.4 million square feet and, at completion, the project value was AED 556 million;
- Greens Phase III – Greens Phase III comprises one-bedroom, two-bedroom and three-bedroom apartments as well as on-street retail units leased to third parties by the Group. Each building comprises a ground floor, two podium levels and 12 additional storeys. The project was launched in the first quarter of 2018 and completed in the fourth quarter of 2020. The project comprises 507 units with a saleable area of approximately 0.4 million square feet and, at completion, the project value was AED 646 million;
- Villa Phase I – Villa Phase I comprises four-bedroom and five-bedroom villas. The development amenities include a children's play area, a clubhouse, an indoor games area, a jogging track, a multipurpose room and a tennis court. The project was launched in the third quarter of 2016 and completed in the third quarter of 2019. The project comprises 48 units with a saleable area of approximately 0.4 million square feet and, at completion, the project value was AED 610 million;
- Villa Phase II – Villa Phase II comprises four-bedroom villas. The development amenities include a children's play area, a clubhouse, an indoor games area, a jogging track, a multipurpose room and a tennis court. The project was launched in the first quarter of 2018 and completed in the second quarter of 2021. The project comprises 24 units with a saleable area of approximately 0.1 million square feet and, at completion, the project value was AED 184 million;
- Townhouse – Townhouse comprises townhouses. The project was launched in the third quarter of 2017 and completed in the second quarter of 2020. The project comprises 27 units with a saleable area of approximately 0.1 million square feet and, at completion, the project value was AED 144 million;
- Creek Vistas – Creek Vistas comprises one-bedroom, one and a half-bedroom and two-bedroom apartments and on-street retail units leased to third parties by the Group. Each building comprises a ground floor, two podium levels and 28 additional storeys. The development also features amenities such as 24-hour security, concierge service, a recreation and barbecue area, a gym, a tennis court, a park, a playground, a yoga centre and a swimming pool. The project was launched in the first quarter of 2019 and completed in the fourth quarter of 2021. The project comprises 784 units with a saleable area of approximately 0.5 million square feet and, at completion, the project value was AED 832 million;
- Sobha One Park Avenue – Sobha One Park Avenue comprises one-bedroom, two-bedroom, three-bedroom and four-bedroom apartments as well as on-street retail units leased to third parties by the Group. The building comprises a ground floor, three podium levels and 24 additional storeys. The development also features amenities such as a pool, a gym, a sauna, a steam room and six sky gardens. The project was launched in the third quarter of 2019 and completed in the fourth quarter of 2022. The project comprises 415 units with a saleable area of approximately 0.5 million square feet and, at completion, the project value was AED 773 million;
- Creek Vista Reserve – Creek Vista Reserve comprises one-bedroom, one and a half-bedroom and two-bedroom apartments and on-street retail units leased to third parties by the Group. The

development amenities include a barbecue area, a children's pool, covered parking, a gym, indoor play area, a kids' play area, landscaped greens and a swimming pool. The project was launched in the fourth quarter of 2019 and completed in the fourth quarter of 2022. The project comprises 784 units with a saleable area of approximately 0.5 million square feet and, at completion, the project value was AED 802 million;

- Sobha Waves – Sobha Waves comprises one-bedroom, one and a half-bedroom, two-bedroom and two and a half-bedroom apartments and on-street retail units leased to third parties by the Group. The building comprises a ground floor, five podium levels and 30 additional storeys. The development amenities include an infinity swimming pool, fully equipped indoor and outdoor gyms, a children's play area and a courtyard garden. The project was launched in the first quarter of 2021 and was completed in the first quarter of 2023. The project is comprised of 604 units with a saleable area of approximately 0.4 million square feet and had a project value at completion of AED 795 million;
- Sobha Waves Grande – Sobha Waves Grande comprises of one-bedroom, one and a half-bedroom, two-bedroom, two and a half-bedroom and three-bedroom apartments and on-street retail units for lease to third parties. The building comprises of a ground floor, five podium levels and thirty additional storeys. The project was launched in the third quarter of 2021 and was completed in the third quarter of 2023. The project comprises 440 units with a saleable area of approximately 0.5 million square feet and has a project value at completion of AED 799 million; and
- Villas Phases III and IV – Villa Phases III and IV consists of villas. The project was launched in the first quarter of 2021 and was completed in the fourth quarter of 2023. The project comprises 73 units with a saleable area of approximately 0.5 million square feet and has a project value at completion of AED 899 million.

Projects under development

A project becomes "under development" at launch or commencement of construction. As of 31 December 2024, the Group had 23 projects under development, and 9 projects under development under the Joint Venture in Umm Al Quwain, comprising approximately 26.3 and 4.7 million square feet of saleable area, respectively, aggregating to a total sales value of approximately AED 59.2 and 9.0 billion, respectively.

The following is a summary of the Group's key projects under development as of 31 December 2024.

Sobha Hartland

The Group's key projects under development in Sobha Hartland as of 31 December 2024 are:

- Sobha Waves Opulence – Sobha Waves Opulence is located in Sobha Hartland and will comprise one-bedroom, one and a half-bedroom, two-bedroom, two and a half-bedroom, three-bedroom and four-bedroom apartments. The project was launched in the second quarter of 2023 and is expected to complete in the third quarter of 2025. The project comprises 363 units with a saleable area of approximately 0.5 million square feet and has an estimated project value at completion of AED 972 million;
- The Crest – The Crest is located in Sobha Hartland and will comprise one-bedroom, one-bedroom plus powder room, one-bedroom plus study, two-bedroom, two-bedroom plus maid's room, two-bedroom plus study and three-bedroom plus maid's room apartments as well as on-street retail units which the Group will lease to third parties. The Crest will be one of the largest projects in the Sobha Hartland community with four towers and interlinked sky gardens at different levels. The development will also feature several indoor and outdoor amenities, including a health club and changing room, a spin class studio, a pilates and yoga studio, a swimming pool, a children's play area and landscaped terraces. The project was launched in the fourth quarter of 2021 and is expected to complete in the second quarter of 2025. The project comprises 1,518 units with a saleable area of approximately 1.3 million square feet and has an estimated project value at completion of AED 2,543 million;
- The Crest Grande – The Crest Grande is located in Sobha Hartland and will comprise one-bedroom, one and a half bedroom, two-bedroom, three-bedroom and four-bedroom apartments as well as on-street retail units which the Group will lease to third parties. The building will comprise a ground

floor, five podium levels and 38 additional storeys. The development will also feature indoor amenities such as a children's playroom, a child-friendly restaurant, a recreation area, a sauna, a fitness room and a pilates and yoga studio. The project was launched in the third quarter of 2022 and is expected to complete in the fourth quarter of 2025. The project comprises 985 units with a saleable area of approximately 1.4 million square feet and has an estimated project value at completion of AED 2,580 million;

- Creek Vista Grande – Creek Vista Grande is located in Sobha Hartland and will comprise one-bedroom, one and a half bedroom, two-bedroom and three-bedroom apartments as well as a polyclinic. The building will comprise a ground floor, four podium levels and 38 additional storeys. The project was launched in the second quarter of 2022 and is expected to complete in the third quarter of 2025. The project comprises 400 units with a saleable area of approximately 0.4 million square feet and has an estimated project value at completion of AED 805 million;
- Creek Vista Heights – Creek Vista Heights is located in Sobha Hartland and will comprise of one-bedroom, one and a half bedroom, two-bedroom, three-bedroom and three and a half bedroom apartments as well as on-street retail units which the Group will lease to third parties. The building will comprise a ground floor, six podium levels and 57 additional storeys. The project was launched in the second quarter of 2023 and is expected to complete in the second quarter of 2026. The project comprises 1,354 units with a saleable area of approximately 1.3 million square feet and has an estimated project value at completion of AED 2,575 million;

Hartland II

Situated a short distance away from the Dubai Water Canal and close to Sobha Hartland, Hartland II is another community under development in Dubai. The Group's key projects under development in Hartland II as of 31 December 2024 are:

- Sobha Estates – Sobha Estates comprises of five-bedroom and six-bedroom villas with three enclosed car parking and three floors, including a rooftop terrace and a spacious entrance court. The amenities include a yoga deck, kids play and pump track. The project was launched in the first quarter of 2023 and is expected to be completed in the third quarter of 2026. The project comprises 110 units with a saleable area of approximately 1.0 million square feet and has an estimated project value at completion of AED 2.8 billion;
- 330 Riverside Crescent – 330 Riverside Crescent comprises of apartments. The project was launched in the second quarter of 2023 and is expected to be completed in the second quarter of 2027. The project is expected to comprise 765 units with a saleable area of approximately 0.6 million square feet and has an estimated project value of AED 1.4 billion;
- 310 Riverside Crescent – 310 Riverside Crescent is a 66-storey waterfront neighbourhood. It offers one-bedroom, one and a half bedroom and two-bedroom apartments. The amenities consist of kids play area, infinity pool, water sports activities, restaurants and squash and badminton courts. The project was launched in the fourth quarter of 2023 and is expected to be completed in the fourth quarter of 2027. The project comprises of 892 units with a saleable area 0.8 million square feet and has an estimated project value at completion of AED 1.9 billion;
- 320 Riverside Crescent – 320 Riverside Crescent is a 57-storey building located in Sobha Hartland II. It offers one-bedroom, one and a half bedroom, two-bedroom and three-bedroom apartments and offers amenities including a sky garden, infinity pool, yoga zone and barbecue spaces. The project was launched in the third quarter of 2023 and is expected to be completed in the third quarter of 2027. The project comprises of 638 units with a saleable area 0.7 million square feet and has an estimated project value at completion of AED 1.6 billion;
- 340 Riverside Crescent – 340 Riverside Crescent is a 51-storey building comprising of one-bedroom, one and a half bedroom, two-bedroom and two and a half bedroom apartments and amenities including a yoga zone, infinity pool and outdoor gym. The project was launched in the third quarter of 2023 and is expected to be completed in the fourth quarter of 2027. The project comprises of 768 units with a saleable area 0.6 million square feet and has an estimated project value at completion of AED 1.4 billion;

- 350 Riverside Crescent – 350 Riverside Crescent is a 57-storey building consisting of one-bedroom, one and a half bedroom apartments with amenities including an infinity pool and outdoor gym. The project was launched in the fourth quarter of 2023 and is expected to be completed in the fourth quarter of 2027. The project comprises of 750 units with a saleable area 0.6 million square feet and has an estimated project value at completion of AED 1.5 billion;
- 360 Riverside Crescent – 360 Riverside Crescent is a 66-storey building consisting of one-bedroom, one and a half bedroom and two-bedroom apartments. It offers amenities including a yoga zone, infinity pool and outdoor gym. The project was launched in the fourth quarter of 2023 and is expected to be completed in the fourth quarter of 2027. The project comprises of 892 units with a saleable area 0.8 million square feet and has an estimated project value at completion of AED 1.9 billion;
- Skyscape – Skyscape contains three towers with a shared podium: Skyscape Avenue, Skyscape Aura & Skyscape Altius. This is an apartment project featuring one-to-four-bedroom apartments across three towers. It offers amenities including swimming pools, fitness and wellness spaces, co-working areas, gardens, entertainment zones and play areas, ensuring a modern and well-rounded lifestyle for residents. The project was launched in the third quarter of 2024 and is expected to be completed by the fourth quarter of 2028. The projects comprise 650, 460, and 745 units, respectively, with a total saleable area of approximately 2.2 million square feet. It is expected to have a project value of approximately AED 5.4 billion; and
- Skyvue – Skyvue contains three towers with a shared podium. Two of these towers have been launched by the name of Skyvue Solair & Skyvue Spectra, which are residential apartment projects offering one-to-three-bedroom apartments. These towers feature play zones, outdoor and indoor gym areas, walking and jogging loops, swimming pools, shaded seating areas and yoga zones. Together, these two towers comprise of 1,114 units and have a combined saleable area of approximately 1.1 million square feet. The project was launched in the fourth quarter of 2024 and is expected to be completed by the first quarter of 2029. Skyvue Solair has an estimated project value upon completion of approximately AED 1.5 billion while Skyvue Spectra has an estimated project value upon completion of approximately AED 1.1 billion.

The S

The S is located on Sheikh Zayed Road at the entrance of the Palm Jumeirah and will comprise four-bedroom, five-bedroom and entire-floor penthouse units with high-quality finishing and world-class amenities including an outdoor jacuzzi, an outdoor theatre, a children's play area, a fitness facility, a business centre, an infinity swimming pool as well as six levels of enclosed podium parking and concierge services. The project was launched in the second quarter of 2021 and is expected to complete in the second quarter of 2025. The project comprises 93 units with a saleable area of approximately 0.5 million square feet and has an estimated project value at completion of AED 1.6 billion.

Verde by Sobha

Verde by Sobha is located in the Jumeirah Lake Towers area and will comprise one-bedroom, two-bedroom and three-bedroom apartments with world-class amenities. The building will comprise a basement, a ground floor, six podium levels and 54 additional storeys. Verde by Sobha is expected to be one of the tallest residential towers in the Jumeirah Lake Towers area and will offer views of Jumeirah Island and Emirates Hills villa communities on one side and the Emirates Golf Course on the other. The project was launched in the second quarter of 2023 and is expected to complete in the fourth quarter of 2026. The project comprises 610 units with a saleable area of approximately 0.7 million square feet and has an estimated project value at completion of AED 1.5 billion.

Sobha One

Sobha One is located in Dubai Creek and will comprise one-bedroom, one and a half bedroom, two-bedroom, three-bedroom, four-bedroom, five-bedroom and duplex apartments. The building will comprise a basement, a ground floor, six podium levels and 60 additional storeys. Sobha One will feature multi-use towers and a boutique golf course as well as a beach water feature adjacent to the golf course. The exclusive residential community will also include sports and recreation courts, a nursery as well as other leisure and healthcare facilities. The apartment buildings will be especially oriented to maximise the views of the Ras Al Khor Wildlife Sanctuary, the golf course and Downtown Dubai. The duplex units have been designed

in the style of Le Corbusier. The project was launched in the first quarter of 2023 and is expected to complete in the fourth quarter of 2026. The project comprises 3,062 units with a saleable area of approximately 3.3 million square feet and has an estimated project value at completion of AED 7.2 billion.

SeaHaven – Tower A

SeaHaven – Tower A is located in Dubai Harbour and will comprise one-bedroom, two-bedroom, three-bedroom and four-bedroom apartments. The project has amenities including a health club with a sauna and steam room, an infinity edge leisure pool, an outdoor yoga and relaxation room, an outdoor cinema, a family zone with a barbeque area and valet and concierge services. The project was launched in the third quarter of 2023 and is expected to complete in the third quarter of 2027. The project comprises 327 units with a saleable area of approximately 0.6 million square feet and has an estimated project value at completion of AED 2.7 billion.

SeaHaven – Towers B and C

SeaHaven – Towers B and C are located in Dubai Harbour and will comprise apartments. The project was launched in the third quarter of 2023 and is expected to complete in the third quarter of 2027. The project has amenities including a health club with a sauna and steam room, an infinity edge leisure pool, an outdoor yoga and relaxation room, an outdoor cinema, a family zone with a barbeque area and valet and concierge services. The project is expected to comprise 450 units with a saleable area of approximately 0.9 million square feet and has an estimated project value at completion of AED 3.9 billion.

Sobha Reserve

Sobha Reserve will be located in Wadi Al Safa 2 and will comprise villas. Projects under development within Sobha Reserve include:

- Sobha Reserve Villas Phase I – Sobha Reserve Villas Phase I comprises of four-bedroom and five-bedroom villas. The project was launched in the first quarter of 2023 and is expected to be completed in the second quarter of 2026. The project has amenities including a swimming pool with a beach edge, an outdoor gym, a half basketball court, a paddle tennis court, a skate park, a barbeque area, a zen garden, an outdoor cinema, barbecue stations, an amphitheatre and a cycling track. The project will comprise 162 villas with a saleable area of approximately 0.8 million square feet and has an estimated project value at completion of AED 1.8 billion; and
- Sobha Reserve Villas Phase II – Sobha Reserve Villas Phase II comprises of four-bedroom and five-bedroom villas. The project was launched in the third quarter of 2023 and is expected to be completed in the second quarter of 2027. The project has amenities including a swimming pool with a beach edge, an outdoor gym, a half basketball court, a paddle tennis court, a skate park, a barbecue area, a zen garden, an outdoor cinema, a barbecue station, an amphitheatre and a cycling track. The project is expected to comprise 178 villas with a saleable area of approximately 0.9 million square feet and has an estimated project value at completion of AED 1.4 billion.

Sobha Orbis

Sobha Orbis is located in Motor City. The project consists of seven towers with one-bedroom, one and a half-bedroom and two-bedroom apartments. The amenities include a resort-style pool, landscaped gardens and a fitness centre. The project was launched in the first quarter of 2024 and is expected to be completed in fourth quarter of 2027. The project comprises 2958 units with a saleable area of approximately 2.0 million square feet and has an estimated project value at completion of AED 3.8 billion.

Sobha Elwood (Phase I)

Sobha Elwood is located in Dubailand. The project consists of a premium villa development offering four-bedroom, five-bedroom and six-bedroom villas. This development features a range of modern amenities, including a lap pool, multiple gardens, an outdoor gym, a jogging track, a skate park, a barbecue area, a pet park and an adventure walk. The project was launched in the third quarter of 2024 and is expected to be completed by the second quarter of 2027. The project comprises of 255 units with a saleable area of approximately 1.2 million square feet and has an estimated project value at completion of AED 1.8 billion.

Sobha Solis

Sobha Solis is located in Motorcity. The project consists of an apartment development featuring one-bedroom, two-bedroom, and three-bedroom apartments. It offers a diverse range of indoor and outdoor amenities, including lap and leisure pools, fitness zones, children's play areas, a zen garden, an outdoor cinema, a library, a co-working space, and a dog park, providing residents with a balanced and vibrant lifestyle. The project was launched in the third quarter of 2024, and it is expected to be completed in the fourth quarter of 2027. The project consists of 2,310 units with a total saleable area of approximately 1.6 million square feet and has an estimated project value at completion of AED 3.2 billion.

Sobha Siniya Island

Sobha Siniya Island is a project under the Joint Venture, Sobha Al Siniya FZC, located in Umm Al Quwain. The project consists of a collection of villas, waterfront mansions, apartments and resorts. The project will offer four-bedroom, five-bedroom, six-bedroom villas, mansions and beachfront apartments with amenities like resorts, golf course, clubhouse and marina.

Some of the Joint Venture's key projects under development in Umm Al Quwain as at 31 December 2024 include:

- *Villa Phase I*- This project consists of a villa development and is a premium mixed use residential development featuring one-bedroom, two-bedroom, and three-bedroom villas. The development offers a range of amenities, including an activity lawn area, open fitness, children's play area, landscaped areas, overlooking deck, social hub space, gym, multipurpose room and a swimming pool. The project was launched in the third quarter of 2024, and it is expected to be completed in the fourth quarter of 2027. The project consists of 196 units with a total saleable area of approximately 1.2 million square feet and has an estimated project value at completion of AED 2.7 billion.
- *Coraline Beach Residences*- This project consists of an apartment development and is a premium mixed use residential development featuring one-bedroom, two-bedroom, and three-bedroom apartments. The development offers a range of amenities, including an activity lawn area, open fitness, children's play area, landscaped areas, overlooking deck, social hub space, gym, multipurpose room and a swimming pool. The project was launched in the fourth quarter 2024, and it is expected to be completed in the first quarter 2028. The project consists of 586 units with a total saleable area of approximately 0.4 million square feet and has an estimated project value at completion of AED 1.0 billion.
- *Aquamarine Beach Residences*- This project consists of an apartment development and is a premium mixed use residential development featuring one-bedroom, two-bedroom, and three-bedroom apartments. The development offers a range of amenities, including an activity lawn area, open fitness, children's play area, landscaped areas, overlooking deck, social hub space, gym, multipurpose room and a swimming pool. The project was launched in the fourth quarter 2024, and it is expected to be completed in the second quarter 2028. The project consists of 586 units with a total saleable area of approximately 0.4 million square feet and has an estimated project value at completion of AED 1.0 billion.

New projects

In addition to projects already under development, as of 31 December 2024, the Group is in the planning stage for projects expected to comprise over 1,738 units with approximately 1.7 million square feet of saleable area and a total estimated project value at completion of approximately AED 4.1 billion.

The following is a summary of the Group's key upcoming projects as of 31 December 2024.

The Element at Sobha One

The Element is an apartment project that will offer one-bedroom to four-bedroom apartments, including four-bedroom duplex units. It will offer amenities such as swimming pools, a jacuzzi, an outdoor gym, a co-working lounge, a cinema room, a kids' play area, and steam and sauna facilities. This project is expected to be completed by the fourth quarter of 2028. The development will comprise 398 units with a total saleable area of approximately 0.6 million square feet with an estimated value at completion of approximately AED 1.4 billion.

Bayside Marina Residences (Joint Venture)

Bayside Marina Residences (Joint Venture) is located in Al Siniya, Umm Al Quwain, a premium mixed use residential development that will feature one-bedroom, two-bedroom, and three-bedroom apartments. The development will offer a range of amenities, including an activity lawn area, an open fitness area, a kids' play area, landscaped areas, an overlooking deck, a social hub, a gym, a multipurpose room and a swimming pool. The project is expected to be completed in the first quarter of 2029. The development will consist of 454 units with a total saleable area of approximately 0.4 million square feet and an estimated project value at completion of AED 0.9 billion.

Pierside Marina Residences (Joint Venture)

Pierside Marina Residences is located in Siniya, Umm Al Quwain, a villa and premium mixed use residential development that will feature one-bedroom, two-bedroom, and three-bedroom apartments. The development will offer a range of amenities, including an activity lawn area, an open fitness area, a kids' play area, landscaped areas, an overlooking deck, a social hub, a gym, a multipurpose room and a swimming pool. The project is expected to be completed in the first quarter of 2029. The development will consist of 509 units with a total saleable area of approximately 0.4 million square feet and an estimated project value at completion of AED 1.0 billion.

Starline Beach Residences (Joint Venture)

Starline Beach Residences is located in Siniya, Umm Al Quwain, a premium mixed use residential development that will feature one-bedroom, two-bedroom, and three-bedroom apartments. The development will offer a range of world-class amenities, including an activity lawn area, an open fitness area, a kids' play area, landscaped areas, an overlooking deck, a social hub, a gym, a multipurpose room and a swimming pool. The project is expected to be completed in the second quarter of 2029. The project will consist of 377 units with a total saleable area of approximately 0.3 million square feet and an estimated project value at completion of AED 0.8 billion.

Project Implementation Process

Land sourcing, project identification and feasibility

In order to source land for projects, the Group takes into consideration its existing land bank as well as future land requirements. Based on availability, land parcels that are conducive to the development of large-scale, mixed-use communities in prime locations (determined by the Group on the basis of growth potential as well as proximity to already established luxury communities) are shortlisted. When acquiring land, the Group proactively considers the options available to it in order to minimise the upfront capital outlay (including through joint ventures, partnerships, purchase on deferred payment basis or other commercial arrangements). Due diligence is carried out in respect of the potential land parcels, including to check for encumbrances, availability of services, accessibility etc., and the Group undertakes a preliminary feasibility report to ensure the viability of the project on the identified land parcel. This report outlines the project development phases and includes a high-level analysis of the financial parameters and legal and regulatory issues as well as relevant market research studies. At this stage, the Group also engages with various government and/or local authorities and parties to provide an overview of the proposed project. If a partnering entity is identified, the Group conducts due diligence in respect of such entity. Once completed, the preliminary due diligence report is submitted to the Leadership Team for review and approval. Upon approval, the project is presented to the Board for approval for undertaking a detailed feasibility study.

Following such approval from the Board, a memorandum of understanding is signed with the relevant counterparties, which confirms the Group's interest in the project and the Group's exclusive development rights. External consultants are appointed to carry out the detailed feasibility study, which includes analysing the project's financial, legal and regulatory aspects. Based on the outcome of the detailed feasibility study and any proposed joint venture agreement, the Board grants approval to proceed with the project and any required land acquisitions are approved.

Design finalisation

The Group has entrenched, integrated and synergetic commercial relationships with the Related Companies. As such, the Group engages PNC Architects to carry out the design of the development. The design consultant team at PNC Architects consists of world-class and internationally experienced designers. Based

on the design brief setting out the scope of the project, the consultant team presents a number of options to Sobha LLC with rendered perspectives, out of which one option is chosen by Sobha LLC. The chosen option is then developed further by the consultant team, to set out in detail the functional, aesthetic, approval, constructability and market aspects of the project to achieve the objectives set out in the project brief. This process is followed for both master planned and building projects.

Sobha LLC's development team evaluates the design for efficacy, efficiency and suitability for market and customer requirements. The design is also evaluated based on the development vision set out by the Group and, if required, the relevant government. Based on this evaluation, feedback is given to the consultant team and the design is finalised.

Authority approvals

Once the design is finalised, the requisite land, building and utility approvals are sought from various government authorities. A designated approvals team is responsible for obtaining all necessary approvals for the development ranging from fencing, grading, piling, building permit and the respective Real Estate Regulatory Agency ("**RERA**") approvals for the project's off-plan launch, through to the building completion certificate from the respective Municipality, to the final title deed survey for the as-built project.

Market launch

Concurrently with the approvals process, Sobha LLC prepares the project for sale in the off-plan market. During this stage, key items including project location, amenities, finish specifications, layouts, payment plans and construction timelines are determined. These details are formalised and relevant disclosures and filings are made with RERA to obtain permissions for off-plan sales. Once these permissions are received, the project is launched for sale in the market.

During the project launch, Sobha LLC's marketing team coordinates with the relevant stakeholders to showcase the project and its key characteristics, along with targeted messaging for intended consumers. The team creates interest in the market through digital and physical marketing, including apps, websites, models and product renders. Through the efforts of the sales teams, the sale is finalised and registered.

For this purpose, the Group's target consumer base usually comprises non-residents of UAE, with 63 per cent. of qualified sales in 2024 having been made to such buyers. Accordingly, the Group's marketing efforts are targeted at international geographies including India, China, United Kingdom, the Kingdom of Saudi Arabia and Africa. Similarly, the demographic age group targeted by the Group is 30-55 years with a household income of at least AED 40,000 per month.

The Group utilises a multi-pronged customer sourcing strategy through the following channels:

- RERA-registered "channel partners" in the UAE – channel partners are individuals or agencies which take complete responsibility for selling the Group's projects or an agreed portion thereof within a pre-agreed duration. In return, these channel partners receive a set fees or commission from the Group for their services. The Group actively engages with over 1,100 RERA-registered channel partners in the UAE, of which over 200 channel partners have contributed to sales;
- international "channel partners" – similar to UAE-based channel partners, the Group actively engages with over 200 international channel partners for marketing its projects internationally, of which over 30 channel partners have contributed to sales; and
- referral through existing customers.

Construction

Construction generally begins after the design has been finalised design and requisite approvals have been obtained and, in any case, approximately three to six months after the launch of the relevant project (after achieving 40-50 per cent. of total project sales). This ensures sufficient working capital support and timely delivery of the project.

On the basis of a detailed bill of quantity and timelines, the engagement process with the Sobha LLC contracting team is concluded in advance to allow for the construction of the project to commence as soon as such approvals are obtained. Sobha Construction, the main contractor engaged by Sobha LLC and an important part of the Group's Related Companies integration model, takes full charge of the site execution

activities, with mobilisation of manpower and resources. With strong planning and in-house sourcing capabilities, Sobha Constructions proceeds to break-down the work into various parts of the building, such as sub-structure, super-structure, façade, MEP, and finishing, and arranges seamless delivery of the project.

Each aspect of the construction process is executed by Sobha Construction's in-house technicians, and specialist activities such as design and architecture, façade, landscape and plumbing fixtures are sourced from Related Companies such as PNC Architect, Sobha Facade, Sobha Modular and Sobha Furniture. Each design detail and construction process is vetted by Sobha LLC's quality and technology team and clearly broken into manageable steps that are further tracked digitally. Through such deliberate and detailed systems as well as rigorous quality checks by Sobha LLC's quality audit team throughout the construction process, the Group's management believes that Sobha LLC is able to execute projects on time and with superior finish quality.

Throughout the construction and execution phase of the project, timely updates are sent to customers along with key information about the status of work. Special emphasis is given to customer engagement during the purchase life cycle, including updates, inspection reports and key account related information including statements of account. Dedicated relationship managers engage with the customers and guide them through the various stages of execution.

Building completion and handover

As the building construction approaches completion, Sobha LLC's finishing and quality teams begin the process of verification of quality of finishes, and readiness for customer handover. A detailed quality survey is done by Sobha LLC's quality team led by an engineering head to ensure that any defects are rectified before the building is presented to the customers. Inspections of the building are carried out and completion certificates and necessary surveys as prescribed by the relevant authority are obtained. As a result of its project implementation framework, the Group is capable of concluding the process from launch to handover for a high-rise building in 24-36 months.

On receipt of a completion certificate, the customer is briefed on possession formalities and is taken through a specific "orientation" process. At this stage, each customer is individually oriented on the project, amenities and key aspects of their home ownership and occupancy details.

The Group monitors and communicates with its customer during the defect liability period (which is usually one year after handover) and beyond to proactively address any issues faced by the customer.

Post-handover

As a responsible developer, the Group stays engaged with its customers in multiple ways after the handover of any project. Latinem Facility Management maintains all of the Group's developments and offers cleaning and handyman services to the residents of the Group's developments. Latinem Facility Management's customer care team interacts with customers on an ongoing basis to assist them with the care and upkeep of the units and to keep the customers informed of any updates and product enhancements. Any material customer feedback is carefully considered and, where relevant, implemented as improvements and/or incorporated into new developments. Once the owner association is formed post-handover, Latinem Facility Management's community facilities management team takes over the management and upkeep of the development. This team engages the customer through community activation, events and assists in nurturing a safe, healthy and vibrant "Sobha community" experience.

Land Bank

The table below shows certain information in respect of the land bank (all of which is freehold) available to the Group as at 31 December 2024:

	Gross floor area (^{'000} sq. ft.)	Expected project value at completion (AED million)
<i>Fully paid for land bank:</i>		
Hartland.....	2,479	4,426
Al Yufrah	8,547	11,995
Sub-total	11,026	16,421

	Gross floor area (‘000 sq. ft.)	Expected project value at completion (AED million)
<i>Land bank on payment plan:</i>		
Jebel Ali, Sheikh Zayed Road.....	9,609	20,010
Sub-total	9,609	20,010
Total	20,635	36,431

Customers

In Dubai, foreign ownership of land and property is only permitted in areas which are designated as freehold by the Government of Dubai. Accordingly, although the Group has a diverse customer base, non-UAE nationals are the most significant customer category due to the freehold nature of the Group's projects. The table below shows the breakdown of the Group's customers (by unit value during the period) by region for 2023 and for the cumulative three-year period from 2022 to 2024:

	2024	2022-2024
Europe.....	31%	39%
Asia.....	29%	26%
Middle East.....	19%	17%
Africa.....	9%	8%
North America.....	10%	8%
Others.....	2%	2%
Total	100%	100%

For the year ended 31 December 2024, the Group's sales were AED 17.0 billion, compared to AED 15.7 billion for the year ended 31 December 2023 and AED 10.8 billion for the year ended 31 December 2022.

Key Relevant Awards

The Group and its Related Companies have received multiple awards in recognition of their business model and track-record, including the following:

Year	Award	Awarding institution
2024	Luxury Property Specialist	Ultimate Realty Awards
2024	Developer of the Year	Gulf Business Awards
2024	Best Waste Diversion Initiative	Middle East Waste and Recycling (MEWAR) Awards
2024	Modular Project of the Year Award	Construction Innovation Awards
2024	Architecture Firm of the Year Award	Architecture Leaders Awards
2024	Great Place to Work	Great Place to Work Organization
2024	Best Overall Sustainable Performance	Middle East Sustainability Leadership Awards

2024	Customer Experience Award	MEFMA Awards of Excellence in FM 2024
2024	The Best Company To Work For	Employee Happiness Awards 2024
2024	Excellence in Maintenance and Operations Award	Innovation in FM Awards
2023	Global Gold Winner – Sustainability	Green World Award
2023	IFN Awards	Real Estate Deal of the Year
2023	Best Luxury Real Estate Developer	Luxury Lifestyle Awards
2023	Best Luxury Mixed-Use Development for 'The S' in Dubai, UAE	Luxury Lifestyle Awards
2022	MEP Consultant of the Year	Climate Control Awards
2022	Developer of the Year	Big Project Awards
2022	Mixed-use Development Project of the Year	BNC Publishing

Competition

The Group competes for customers with other major property development companies offering residential properties comparable to those offered by the Group. In addition, the Group also competes to source appropriate land plots on which to construct its projects. See also "*Risk Factors – Risk Factors Relating to the Group's Business – The Group faces competition in property development*".

In Dubai, the Group competes with the following major Dubai based property development companies and certain other private entities, which dominate the Dubai property market at the date of this Base Offering Circular:

- Damac Properties Dubai Co. PJSC was established in 2002. The company is known for developing residential apartments, villas and commercial properties. Damac has completed numerous projects in the UAE and other countries, including Jordan, Saudi Arabia and Lebanon;
- Deyaar Development PJSC was established in 2002 with residential and commercial developments across several areas in Dubai and operations in other countries. In addition to property development, Deyaar provides property management, facilities management, and owners' association management services;
- Dubai Properties LLC was established in 2004 and is a part of the Dubai Holding Group (which manages a portfolio of companies focused on business communities, hospitality, tourism, real estate and telecommunications). Its key developments include Culture Village, Business Bay and the Jumeirah Beach Residences. The Dubai Holding Group has previously been allocated its land bank by the Government;
- Emaar Properties PJSC was established in 1997 and is a key competitor of the Group. Unlike the Group, Emaar has historically been allocated land in Dubai by the Government of Dubai and has developed a diverse range of projects across residential, commercial, retail and leisure sectors in Dubai;

- Meraas Holding LLC is a diversified holding company established in 2007 with investments in tourism, leisure, real estate development and asset management. Its notable completed and ongoing developments include the largest ferris wheel in the world, Blue Waters, the Pearl Jumeira luxury residences, City Walk, a Bollywood theme park and the first Legoland theme park in the Middle East;
- Nakheel PJSC was established in 2003 and is currently owned directly by the Government of Dubai. Its main developments include the Palm Islands, the Dubai Waterfront, International City and The World. Nakheel has previously been allocated its land bank by the Government of Dubai and has developed projects across various sectors; and
- Union Properties PJSC was established in 1987 and is a part of the Emirates NBD Group. It has completed several commercial, residential, and leisure projects, including high-rise towers, multi-use complexes, hotels and theme parks in the UAE.

Intellectual Property

The Group and its Related Companies own a number of trademarks which are important to the Group's business. In particular, "Sobha" and "Hartland" are owned by Sobha Corporate LLC (a Related Company). Each of these trademarks has been registered in the UAE.

Information Technology

The Group utilises various technologies across its business transactions. Some of the primary IT solutions implemented, or in process of implementation, by the Group are as follows:

- a unified enterprise resource planning system for the Group which relates to back-office functions like finance, procurement, logistics and fixed assets;
- an end-to-end construction project management solution integrated with the Group's enterprise resource planning which relates to planning, scheduling, project executions and monitoring, risk management, resources management, billing and costing;
- an end-to-end human capital management system for better employee experience;
- "Property Strength", an end-to-end customer lifecycle management software app based on "Salesforce" software, which helps with enquiry, sales, sales operations, customer relationship management, collection and finance activities; and
- digitising paper-based/legacy-based processes via an electronic document management system.

In addition, the Group operates the OneSobha app.

OneSobha

The OneSobha app (available on both iOS and Android) serves as a one-stop-app for all community-related needs, providing customers with an all-in-one platform. Customers, whether owners, tenants or holiday home operators, have access to a diverse range of exclusive services – from raising service requests, reserving amenities, paying community service fees, obtaining information on service providers and many more features aimed at improving their community living experience.

Data protection

The Group believes that the protection of its business information as well as customer information is a critical and an important pillar of business. Accordingly, the Group has data protection policies in place to safeguard business and customer information. The Group is in the process of selecting and implementing a data loss prevention solution which will enable better monitoring and prevention of inappropriate transfer or sharing of sensitive information to unauthorised parties. This solution is expected to enable better protection of sensitive business information in on-premises systems, cloud-based solutions and end-point devices.

Security systems

To strengthen its security systems, the Group has implemented a number of recognised systems such as Meraki firewalls, Mimecast email security, Sophos end-point system and similar software and processes. The Group is in the process of establishing a security operations centre and a security incident and event management platform.

Insurance

The Group maintains industry-standard insurance including money insurance, motor vehicles insurance and medical insurance for all its employees. Accordingly, PNCI believes that the Group's insurance programme is comprehensive and robust. The Group endeavours to keep the insurance programme aligned and updated, on an ongoing basis, in accordance with the latest insurance solutions available in the global insurance market.

In addition, the Group requires its contractors to provide insurance cover, including contractor all risks ("CAR"), workman's compensation, motor vehicles insurance, insurance for plant and contractor's equipment and, if applicable, marine insurance for goods transported to each project. The Group also requires its consultants to carry professional indemnity insurance according to the best available market standards.

The Group requires the CAR policy to cover the contractors and relevant sub-contractors as well as the principal for the full value of the contract. CAR insurance covers loss or damage to the contract works and the liability of the contractor/principal to third parties. The policy commences from the inception date of the contract and is valid until completion of construction and handing over of the project to the Group. Once the project is handed over by the contractor, the CAR insurance expires. Thereafter, the retained elements of the project form part of the Group's assets and are insured under by the Group's own property insurance or property all risk insurance. Insurances relating to the units handed over are maintained by the respective owners or owners' associations.

See also "*Risk Factors – Risk Factors Relating to the Group's Business – The Group may not have adequate insurance to cover potential losses*".

Environment

Sustainability and climate action is a significant consideration within the Group and the Group is committed to complying with environmental industry standards applicable to it. Accordingly, the Group has implemented, and is in the process of implementing, various initiatives relating to energy management, water management and circular economy/waste management across its business and projects.

The Group ensures that its employees, contractors, suppliers and communities are educated and made aware of the impact their activities could have on the surrounding environment and works towards strengthening awareness of a greener lifestyle through energy and water efficiency in line with the UAE's Net Zero 2050 target. The Group has established an internal Net Zero road map strategy to align with the UAE Net Zero strategy. The Group also undertakes an environmental impact study for each project. The contractor who oversees construction at the project obtains all permits required from government authorities and manages the permit process. The Group's project sites are subject to periodic inspection by regulatory agencies that monitor ongoing compliance with applicable environmental regulations. The Group's new developments are designed to comply with the green building codes. For instance, Sobha One, which is one of the Group's flagship developments, aims to achieve the platinum super low energy certification from Green Mark (which is a leading green building certification programme). The Group is also in the process of implementing the following innovative measures:

- air to water generator – to generate water from air and rendering it fit for consumption;
- daylight harvester – to reduce lighting demand and utilise daylight for indoor lighting; and
- capacity development initiative (sustainability kiosk) – an interactive and immersive kiosk planned to be installed in the lobby areas to educate visitors on sustainability and climate initiatives across the Group.

In addition, the Group voluntarily published its environmental, social and governance ("ESG") report in 2021, 2022 and 2023 to demonstrate its climate commitment and the Group has also commenced a comprehensive greenhouse gas assessment exercise to understand its emissions, establish a baseline and

further develop a road map for emission reductions. The Group's ESG report is under review as at the date of this Base Offering Circular.

The Group and PNCI have also entered into various partnerships, alliances and memoranda of understanding in order to implement their ESG and climate ambitions in a transparent manner, including:

- Task Force on Climate-related Financial Disclosures ("**TCFD**") – PNCI became a supporter of TCFD in 2022, thereby becoming the eighth company in the UAE and the third company in the real estate development sector to do so. Its first TCFD report (for 2022) was released in 2023, its report for 2023 was released in 2024 and its report for 2024 is under development as at the date of this Base Offering Circular;
- pledge with Ministry of Climate Change and Environment ("**MOCCA**E")/participation in National Dialogue on Climate Action – PNCI signed the pledge with the MOCCA E in February 2023 to support it in its net zero strategy 2050 initiative;
- membership with UAE Alliance for Climate Action (UACA) – PNCI has joined this alliance administered by Emirates Nature-WWF to engage in climate action and coordinate/collaborate with other stakeholders in the decarbonisation journey;
- sustainability across the supply chain – PNCI has partnered with Synergy, an ESG platform for companies, to engage with its supply chain from the point of view of sustainability and ESG; and
- adopted the Global Reporting Initiative's Standards for ESG benchmarking with an annual performance review against each benchmark to ensure progress is being made on each key initiative.

In recognition of the Group's and its Related Companies' ESG efforts, the Group was awarded Project of the Year – New Construction (for its "The Crest" project) at the 2024 CPI Climate Control Awards, PNCI was awarded Best Overall Sustainable Performance at the World Sustainability Leadership Awards 2024 and Project of the Year – New Construction (for its "The Crest" project) at the 2024 CPI Climate Control Awards, PNC Architects was awarded "MEP Consultant of the Year" at the Climate Control Awards 2022 while Latinem Facilities Management obtained the ISO 50001: 2018 '*Energy Management System*' certification in November 2022.

Health and Safety

The Group is committed to providing a safe working environment and securing improvements in occupational health and safety by protecting employees, visitors and all personnel who work on its behalf from workplace injury and illness. The Group has a health and safety policy as well as health, safety, security and environment ("**HSSE**") plans and procedures for the smooth execution of the projects. The Group appoints an HSSE team which reports to the Leadership Team and monitors the progress of construction and the implementation of local regulations and international health and safety guidelines such as ISO 9001:2008, ISO 14001:2015, ISO 45001:2018 and National Fire Protection Association standards in each of its projects. For each project, the Group appoints a project manager to inspect both the physical conditions on the site, such as personal protective equipment, working at heights and in confined spaces, and procedural issues such as third party certification for lifting equipment, machinery, firefighting systems, first aid procedures, control measures, emergency and contingency plans and job-specific training registers. The Group also appoints a health and safety manager for each project to monitor safety compliance at each relevant construction site. The project manager can authorise the appointed health and safety officer to issue reports, stop work and impose fines, should policies not be followed. The health and safety officer also tracks and reports monthly key performance indicators on the project, such as the number of man-hours worked, workers, lost days, lost time incidents, first aid and medical treatment cases, and fire accidents.

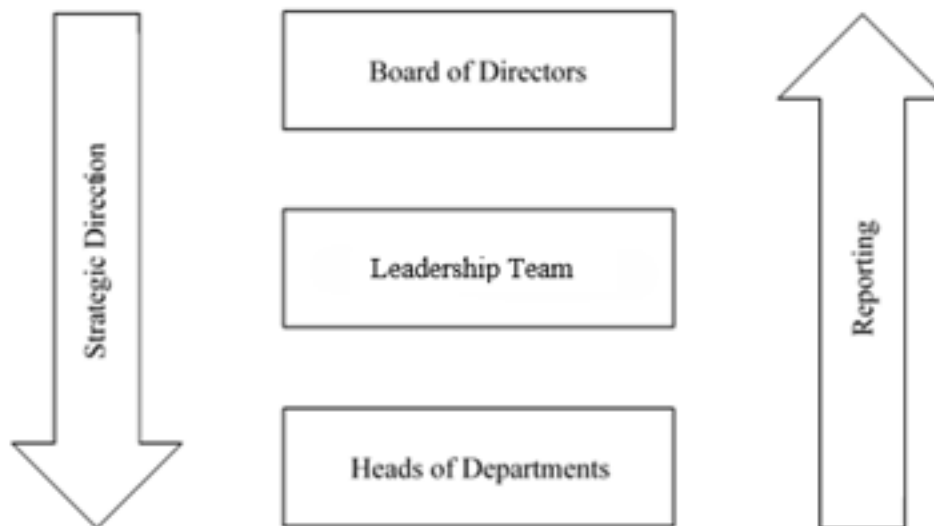
MANAGEMENT AND EMPLOYEES

Founder

The Group was founded in 1976 by a first-generation entrepreneur Mr. PNC Menon, initially an interior decoration firm catering to the Middle East markets. Over a span of ten years, his firm was a market leader and had handled prestigious and high-profile projects for the Rulers of Oman, UAE, Bahrain, Qatar and Brunei. In 1994, Mr. PNC Menon founded Sobha Limited (India) to address the gap in superior-quality development and construction in India and, since its inception, this business has steadily grown from strength to strength (including its initial public offering in 2006 which was over-subscribed by around 126 times). As the India business continued to grow, Mr. PNC Menon began exploring international opportunities to fuel further growth and, as a result, he founded PNCI in 2011 to bring the "Sobha" brand to the UAE. Under Mr. PNC Menon's leadership, "Sobha" has now established itself as a multinational real estate development and construction group.

Board of Directors

PNCI's corporate reporting structure is set out below.



The Board is elected by its shareholders at a general meeting. The Board is responsible for the strategic direction of the Group. Projects and related decisions are recommended by the Leadership Team to the Board.

Board meetings take place on a quarterly basis and the decisions taken at Board meetings are then executed by the Leadership Team.

The table below sets out the names of the members of PNCI's Board as at the date of this Base Offering Circular.

Name	Designation
Mr. Ravi Menon	Chairman of the Board
Mr. Francis Alfred.....	Managing Director and Group Chief Executive Officer
Dr. Mahmoud Al Burai	Independent Director

The address of each member of PNCI's Board is 13th Floor, Sobha Sapphire Building, Business Bay, P.O. Box 125250, Dubai, UAE. There are no potential conflicts of interest between the private interests or other duties of the members of PNCI's Board listed above and their duties to the Group.

Brief biographical information in respect of the members of the Board is set out below.

Mr. Ravi Menon – Chairman of the Board

Mr. Ravi Menon became the Chairman of the Board in November 2024. He brings nearly 22 years of experience in construction and real estate development to the Group. As the Chairman of the Board he focuses, in particular, on the product delivery, project execution, quality control, technology advancement, process and information technology, and customer satisfaction aspects of the Group's business.

Prior to being appointed as Chairman in November 2024, he served as the Co-Chairman of the Group and as Chairman of Sobha Limited (India) for 11 years, where he oversaw the company's various businesses that are a part of its backward integration value chain and led the successful integration of pre-cast technology in the company's construction methodology. As at the date of this Base Offering Circular, he continues to be the Non-Executive Chairman of Sobha Limited (India).

Mr. Ravi Menon holds a Bachelor of Science degree in Civil Engineering from Purdue University (U.S.).

Mr. Francis Alfred – Managing Director and Group Chief Executive Officer

Mr. Alfred joined the Group in 2011 and has been the Managing Director and the Group Chief Executive Officer since June 2017. With over 24 years of experience in the real estate development industry, he is responsible for the overall management and monitoring of master planning, project lifecycle, design and delivery of all the Group's real estate projects under development.

Mr. Alfred holds a Bachelor of Civil Engineering degree with distinction from Annamalai University (India). He has also participated in quality and technology training in Japan, where he worked with Nikken Sekkei (a renowned Japanese architectural firm).

Dr. Mahmoud Al Burai – Independent Director

Dr. Al Burai joined the Group as an Independent Director on 1 July 2023. With over 18 years of experience in the real estate sector, he has previously served as the Chief Executive Officer of the Dubai Real Estate Institute for ten years. He is the President of FIABCI Emirates and serves as a senior adviser to the Government of Dubai. Dr. Al Burai has also previously served as a Senior Director at RERA and held a managerial role at Dubai Holding. In 2021, he was recognised as one of ten "City Changers" by the World Urban Campaign of the United Nations (for his role in lobbying stakeholders to advance sustainable development goals and address climate change).

Dr. Al Burai holds a Doctor of Business Administration from Grenoble Ecole de Management, a Master's in Real Estate from the National University of Singapore, a Master's in Cities from the London School of Economics and Political Science (LSE), an MBA in Finance from the American University of Dubai and a Bachelor's in Engineering from the American University in Dubai.

Leadership Team

The table below sets out the names of the members of the Leadership Team as at the date of this Base Offering Circular.

Name	Designation
Mr. PNC Menon.....	Founder
Mr. Ravi Menon.....	Chairman of the Board
Mr. Francis Alfred.....	Managing Director and Group Chief Executive Officer
Mr. Varughese Mathew.....	Chief Operating Officer
Mr. Nikunj Vijay Patel.....	Chief Financial Officer
Mr. Stephen Atherton.....	Director, Design – Corporate
Mr. Ashish Parakh.....	Chief Sales Controller and Chief Marketing Officer
Mr. Olaf Wagner.....	Head – Quality and Technology
Mr. Guruswamy Periyasamy.....	Chief Information Officer
Dr. Paravasthu Ramaswamy Jagannathan.....	Chief Sustainability Officer
Mr. Vaibhav Setia.....	Director – Development Strategy
Mr. Gautam Sawhney.....	Head, Customer Relation Management
Mr. Bala Mohana Rao.....	Chief Audit Officer
Mr. Ranjit Jose.....	Chief Human Resources Officer
Mr. Anish V John.....	Chief Development Officer

The address of each member of the Leadership Team is 13th Floor, Sobha Sapphire Building, Business Bay, P.O. Box 125250, Dubai, UAE. There are no potential conflicts of interest between the private interests or other duties of the members of the Leadership Team listed above and their duties to the Group.

For brief biographical information in respect of Mr. Francis Alfred and Mr. Ravi Menon, see "*Management and Employees – Board of Directors*" and Mr. PNC Menon, see "*Management and Employees – Founder*". Brief biographical information in respect of the other members of the Leadership Team is set out below.

Mr. Nikunj Vijay Patel - Chief Financial Officer

Mr. Patel joined the Group in 2015 and was appointed as the Chief Financial Officer in February 2025. With over a decade of leadership experience, he is a seasoned finance professional with a strong track record in corporate finance, treasury, legal and compliance, investment management, and management consulting.

In his current role, Mr. Patel oversees key financial functions, including corporate finance, investors relation, and treasury.

He is a Chartered Accountant from the Institute of Chartered Accountants of India (ICAI) and holds a certification in Business Valuation from ICAI. Additionally, he earned his Bachelor of Commerce degree from Gujarat University, India.

Mr. Varughese Mathew – Chief Operating Officer

Mr. Mathew joined the Group in 2017 and has been the Chief Operating Officer since September 2020. With over 33 years of experience in the construction, property and real estate management in the Middle East and India, he has previously worked with Elixir Project Consultants DWC-LLC, Kvaerner, Sama- EC Harris, Six Construct, Skanska and TDIC in various capacities, including as the Managing Director at Elixir Project Consultants DWC-LLC.

He is also the President of the Indian Institute of Quantity Surveyors, a trustee of the International Cost Management Standard Coalition and a trustee of the International Ethics Standards Coalition.

Mr. Mathew has specialised in Quantity Surveying and Construction Management from the College of Estate Management (United Kingdom) and holds a Master of Laws degree in Construction Law and Arbitration from Robert Gordon University (United Kingdom).

Mr. Stephen Atherton – Director, Design – Corporate

Mr. Atherton joined the Group in 2013 and has been the Director, Design – Corporate since July 2013. In this role, he is responsible for overseeing the design requirements of the Group's various real estate projects.

With over 32 years of experience in design in the United Kingdom and the UAE, Mr. Atherton has previously worked with Fraser Eagle Contracts (United Kingdom) and TFL International (United Kingdom) in various capacities, including as the Managing Director at Fraser Eagle Contracts and as Director of Interiors at TFL International. Prior to joining the Group, he also founded and managed European Design Group and Atherton Associates (both independent design consultancies operating throughout the GCC).

Mr. Atherton holds a Bachelor of Arts degree in 3D Interior Design from the Leeds Metropolitan University (United Kingdom). He is also a member of the Chartered Society of Designers (United Kingdom) and a member of the Institute of Directors (United Kingdom).

Mr. Ashish Parakh – Chief Sales Controller and Chief Marketing Officer

Mr. Parakh joined the Group in 2017 and was appointed as the Chief Sales Controller in July 2024. In addition, he has been the Group's Chief Marketing Officer since October 2023. In his current role, Mr. Parakh leads three departments (Marketing, Sales Strategy and Channel Relations) and is responsible for the Group's sales and marketing strategy.

Mr. Parakh holds an MBA from Xavier Institute of Management in Bhubaneswar (India) and a Bachelor of Engineering (Civil) degree from Bhilai Institute of Technology Durg (Chhattisgarh, India).

Mr. Olaf Wagner – Head – Quality and Technology

Mr. Wagner joined the Group in 2011 and has been the Head – Quality and Technology since May 2014. In this role, he is responsible for overseeing project design and implementation within the Group through an independent technical inspection regime to ensure high-quality construction.

With over 32 years of experience in architecture, engineering and construction, Mr. Wagner has previously worked with German construction and project development companies in various capacities.

Mr. Wagner is a qualified Master Craftsman in Civil Construction from the Chambers of Skilled Crafts in Dresden (Germany) and holds a Bachelor of Architecture degree from the University of Applied Science in Leipzig (Germany).

Mr. Guruswamy Periyasamy – Chief Information Officer

Mr. Periyasamy joined the Group as the Chief Information Officer in September 2022. In this role, he is responsible for strategies in respect of, and delivering and managing, IT systems and services for the Group.

With over 34 years of experience in the field of information technology and operational governance in multiple industries, including aviation, real estate, hospitality and financial services, he has previously held key IT positions with Air Arabia, Dubai Holding and Emirates Group in the UAE as well as management positions with National Stock Exchange of India Limited and National Securities Depository Limited in India.

Mr. Periyasamy holds a Master's in Business Administration (Finance) and a Bachelor's in Mechanical Engineering from Mumbai University (India). He holds a certificate in Leadership Development from University of Warwick (United Kingdom). He is also a certified Project Management Professional and a Control Objectives for Information Technologies (COBIT) 5 practitioner.

Dr. Paravasthu Ramaswamy Jagannathan – Chief Sustainability Officer

Dr. Jagannathan joined the Group as the Chief Sustainability Officer in July 2022. In this role, he is responsible for driving sustainability and climate action across the Group's business value chain through short-, mid- and long-term strategic interventions. He is also responsible for embedding ESG principles into the Group's objectives and strategies and establishing the Group's net zero aspirations. Accordingly, he oversees green building certifications for new developments, greenhouse gas management/assessment for the Group's projects and ESG reporting for the Group.

With over 27 years of experience in the buildings and environment sector (with a specific focus on developing policies and frameworks) across India, Malaysia, Oman and Qatar, he has previously worked as the Sustainability Head at Trakhees (a regulatory division of Ports, Customs and Free Zone Corporation in Dubai) where he designed, developed and administered key policy tools relating to energy efficiency and green building codes. In this role, he was also a member of several working groups of Dubai's strategic programmes, including the Dubai 2040 Urban Master Plan, the Dubai Demand Side Management Strategy and the Dubai Building Code Unification. Dr. Jagannathan also served as the Chairman of the Arab Green Summit in June 2022.

Dr. Jagannathan holds a PhD in Sustainability Management from Banasthali University (India) and a Master of Engineering from Anna University (India).

Mr. Vaibhav Setia – Director – Development Strategy

Mr. Setia joined the Group in 2019 and has been the Director – Development Strategy since April 2019. In this role, he is responsible for overseeing the development and management of the Group's projects through their entire lifecycle as well as the Group's growth strategy.

With over 27 years of experience in real estate development, master planning and architectural design, Mr. Setia has previously worked with Damac Properties and DLF Universal (India) in various capacities.

Mr. Setia holds a Bachelor of Architecture degree from Dr. Babasaheb Ambedkar Marathwada University (India).

Mr. Gautam Sawhney – Head, Customer Relation Management

Mr. Sawhney joined the Group as the Head, Customer Relations Management in February 2023. In this role, he is responsible for the Group's customer management functions pre- and post-sales.

With over 25 years of experience in the industry, he has previously worked with Citigroup, Emaar India, GE Countrywide, Godrej Properties Ltd, India Bulls Financial Services, M3M India, Odin Computers and PepsiCo restaurants.

Mr. Sawhney holds a Post Graduate Diploma in Business Management from the Lal Bahadur Shastri Institute of Management (India).

Mr. Bala Mohana Rao – Chief Audit Officer

Mr. Rao joined the Group in 2011 and has been the Chief Audit Officer of the Group since November 2022. In this role, he is responsible for managing the performance of audit assignments, reviewing audit reports, editing reports prepared by other auditors, scheduling and planning audits, initiating project planning, assessing risk and developing audit direction.

Mr. Rao holds a Bachelor of Commerce degree from Nagarjuna University (India).

Mr. Ranjit Jose – Chief Human Resources Officer

Mr. Ranjit Jose joined the Group as a Chief Human Resources Officer in 2025. In this role, he is overseeing the company's human capital strategy and organizational development. He is leading the company's HR function amid its expansion in the luxury real estate sector. Based in Dubai, he is responsible for shaping the company's talent agenda and ensuring alignment with its long-term business strategy.

With over 23 years of experience in the industry, he has previously worked with Diageo, Accenture, Quest Careers, Britannia Industries and GlaxoSmithKline.

Mr. Jose holds Masters in Personnel Management, SIBM Pune. He is also a Certified Coach, Certified Corporate Director and a Belbin Team roles facilitator.

Mr. Anish V John – Chief Development Officer

Mr. Anish V John joined the Group in 2006 and was appointed as the Chief Development Officer in January 2025. Mr. John, a seasoned professional in the construction industry, brings over 23 years of extensive experience across diverse developments.

Throughout his career, Mr. John has gained comprehensive expertise in both the Indian and UAE construction sectors. His diverse industry experience has equipped him with an objective-oriented approach to project execution. With a strong emphasis on leadership, he plays a key role in planning design deliverables, coordinating design and engineering efforts, and ensuring the timely achievement of project milestones with efficiency and excellence across all projects in Dubai. During his tenure in the UAE, Anish successfully secured the unlimited building license from Dubai Municipality, a testament to his technical acumen and commitment to regulatory compliance.

He holds a degree in Civil Engineering from the prestigious National Institute of Technology, Calicut.

Board Committees

As at the date of this Base Offering Circular, PNCI has four Board committees.

Investment Committee

The principal role of the Investment Committee is to oversee the Group's contemplated investments and portfolio companies and to report the results of their findings to the Board. The Investment Committee discusses the diversity and risk of the Group's investment portfolio with the Leadership Team and, where appropriate, makes recommendations in respect of the selling down or acquiring such investments. The Investment Committee's members are appointed by the Board and the committee meets at least four times a year and otherwise as required.

As at the date of this Base Offering Circular, the Investment Committee's members were Mr. Ravi Menon (chairperson), Dr. Mahmoud Al Burai and Mr. Francis Alfred.

The Investment Committee met four times in 2024.

Risk Management Committee

The principal role of the Risk Management Committee is to advise the Board in respect of the Group's overall risk appetite, risk tolerance and risk strategy. The Risk Management Committee assists the Board by reviewing and monitoring the Group's risk profile in respect of capital raising, liquidity management, investments/expansions, development activities and regulatory compliance. The Risk Management Committee is also responsible for the establishment and management of the Group's risk management framework. The Risk Management Committee's members are appointed by the Board and the committee meets at least four times a year and otherwise as required.

As at the date of this Base Offering Circular, the Risk Management Committee's members were Mr. Ravi Menon (chairperson), Dr. Mahmoud Al Burai and Mr. Francis Alfred.

The Risk Management Committee met four times in 2024.

Nomination and Remuneration Committee

The principal role of the Nomination and Remuneration Committee is to make recommendations to the Board on all aspects of the Group's remuneration policy (including ensuring that these policies promote the Group's long-term, sustainable success and employee well-being). The Nomination and Remuneration Committee's members are appointed by the Board and the committee meets at least twice a year and otherwise as required.

As at the date of this Base Offering Circular, the Nomination and Remuneration Committee's members were Mr. Francis Alfred (chairperson), Mr. Ravi Menon and Dr. Mahmoud Al Burai.

The Nomination and Remuneration Committee met two times in 2024.

Audit Committee

The principal role of the Audit Committee is to assist the Board in discharging its responsibilities for monitoring the integrity of the Group's financial statements and the effectiveness of its internal control systems. The Audit Committee also monitors the appointment, removal, effectiveness, performance and objectivity of the Group's internal and external auditors. The Audit Committee's members are appointed by the Board and the committee meets at least four times a year and otherwise as required.

As at the date of this Base Offering Circular, the Audit Committee's members were Dr. Mahmoud Al Burai (chairperson), Mr. Ravi Menon and Mr. Francis Alfred.

The Audit Committee met four times in 2024.

Employees

As at 31 December 2024, the Group had 2,329 employees, compared to 1,019 employees as at 31 December 2023 and 892 employees as at 31 December 2022.

As at 31 December 2024, the Group's Emiratisation level was 6 per cent., compared to 3.43 per cent. as at 31 December 2023 and 2 per cent. as at 31 December 2022. The Group intends to further improve its Emiratisation level.

FORM OF THE TRUST CERTIFICATES

Words and expressions defined in the Conditions shall have the same meanings in this section, "*Form of the Trust Certificates*".

The Trust Certificates of each Tranche will be in registered form. Trust Certificates will be issued and sold outside the United States in reliance on the exemption from registration provided by Regulation S.

The Trust Certificates of each Series will initially be represented by beneficial interests in a global trust certificate in registered form (a "**Global Trust Certificate**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Series of Trust Certificates, beneficial interests in a Global Trust Certificate may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Global Trust Certificate will bear a legend regarding such restrictions on transfer.

Global Trust Certificates will be deposited with the Common Depository for Euroclear and Clearstream, Luxembourg and will be registered in the name of a nominee for the Common Depository. Persons holding beneficial interests in Global Trust Certificates will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Trust Certificates in fully registered form.

Payments of any amount in respect of each Global Trust Certificate will, in the absence of provision to the contrary, be made to the person shown on the relevant Register as the registered holder of the relevant Global Trust Certificate. None of the Trustee, the Delegate or any Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Global Trust Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payment of any amounts in respect of Trust Certificates will, in the absence of any provision to the contrary, be made to the persons shown on the relevant Register on the relevant Record Date immediately preceding the due date for payment in the manner provided in the Conditions.

Interests in a Global Trust Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Trust Certificates only upon the occurrence of an Exchange Event. The Trustee will promptly give notice to Certificateholders in accordance with Condition 18 (*Notices*) if an Exchange Event occurs. For these purposes, "**Exchange Event**" means that: (i) the Delegate has given notice in accordance with Condition 15 (*Dissolution Events*) that a Dissolution Event has occurred and is continuing; or (ii) the Trustee, PNCI and the Delegate have been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Global Trust Certificate) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the Trustee may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

For so long as any of the Trust Certificates is represented by a Global Trust Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear and/or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular face amount of such Trust Certificates (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg as to the face amount of such Trust Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Trustee, the Delegate, PNCI and the Agents as the holder of such face amount of such Trust Certificates for all purposes other than with respect to any payment in respect of such Trust Certificates, for which purpose the registered holder of the Global Trust Certificate shall be treated by the Trustee, the Delegate, PNCI and any Agent as the holder of such face amount of such Trust Certificates in accordance with and subject to the terms of the relevant Global Trust Certificate and the expressions "**Certificateholder**" and "**holder**" in relation to any Trust Certificates and related expressions shall be construed accordingly.

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche is issued (in accordance with Condition 22 (*Further Issues*)) which is intended to form a single Series with an existing Tranche at a point after the Issue Date of the further Tranche, the Trust Certificates of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Trust Certificates of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series.

Interests in a Global Trust Certificate may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Global Trust Certificate. No beneficial owner of an interest in a Global Trust Certificate will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, to the extent applicable.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

FORM OF PRICING SUPPLEMENT

The form of Pricing Supplement that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 AS IT FORMS PART OF UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE "UK PROSPECTUS REGULATION") FOR THE ISSUE OF THE INSTRUMENTS DESCRIBED BELOW. THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED ANY INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT AND ANY INSTRUMENTS ISSUED PURSUANT TO THIS PRICING SUPPLEMENT ARE NOT COMPLIANT WITH THE UK PROSPECTUS REGULATION.

[EU MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Trust Certificates has led to the conclusion that: (i) the target market for the Trust Certificates is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "EU MiFID II")]/[the EU MiFID II]; and (ii) all channels for distribution of the Trust Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Trust Certificates (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Trust Certificates (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Trust Certificates has led to the conclusion that: (i) the target market for the Trust Certificates is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the [European Union (Withdrawal) Act 2018 ("**EUWA**")]/[EUWA] ("**UK MiFIR**"); and (ii) all channels for distribution of the Trust Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Trust Certificates (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Trust Certificates (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA") - [Notice to be included if classification of the Certificates is not "prescribed capital markets products", pursuant to Section 309B of the SFA.]]

Pricing Supplement dated [•]

**Sobha Sukuk I Holding Limited
Legal Entity Identifier (LEI): 254900VZENPT8NAXW686
Issue of [Aggregate Face Amount of Tranche] [Title of Trust Certificates]
under the U.S.\$1,500,000,000 Trust Certificate Issuance Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Trust Certificates (the "**Conditions**") set forth in the base offering circular dated 9 May 2025 [and the supplement(s) thereto dated [•]] which [together] constitute[s] a base offering circular (the "**Base Offering Circular**"). This document constitutes the Pricing Supplement of the Trust Certificates described herein and must be read in conjunction with the Base Offering Circular. Full information on the Trustee, PNC Investments LLC and the offer of the Trust Certificates is only available on the basis of

the combination of this Pricing Supplement and the Base Offering Circular. The Base Offering Circular is available for viewing at the registered office of PNC Investments LLC at 13th Floor, Sobha Sapphire Building, Business Bay, P.O. Box 125250, Dubai, United Arab Emirates and copies may be obtained from the specified office of the Principal Paying Agent, in each case during usual business hours.

1. (a) Trustee and Lessor: [•]
- (b) Obligor, Lessee and Servicing Agent: PNC Investments LLC ("PNCI")
2. (a) Series Number: [•]
- (b) Tranche Number: [•]/[Not Applicable]
- (c) Date on which the Trust Certificates become fungible: [The Trust Certificates will be consolidated and form a single Series with *[identify earlier Tranche(s)]* on *[insert date/the Issue Date]*][Not Applicable]
3. Specified Currency: [•]
4. Aggregate Face Amount:
 - (a) Series [•]
 - (b) Tranche [•]
5. Issue Price: [•] per cent. of the Aggregate Face Amount
6. (a) Specified Denominations: [•]
- (b) Calculation Amount: [•]
7. (a) Issue Date: [•]
- (b) Return Accumulation Commencement Date: [[•]/Issue Date]
8. Scheduled Dissolution Date: [•]
9. Periodic Distribution Amount Basis: Fixed Rate Trust Certificates (further particulars specified below in paragraph 14)
10. Dissolution Basis: The Trust Certificates will be redeemed at 100 per cent. of the Aggregate Face Amount
11. Put/Call Rights: [Not Applicable]
[Clean Up Call Right]
[Optional Dissolution Call Right]
[Change of Control Put Right]
12. Status: The Trust Certificates are direct, unsecured, unsubordinated and limited recourse obligations of the Trustee
13. Date of Trustee's approval and date of PNCI's approval for issuance of Trust Certificates: [•] and [•], respectively

Provisions relating to profit payable (if any)

14. Fixed Periodic Distribution Provisions:
- (a) Rate(s): [•] per cent. per annum payable [annually/semi-annually/quarterly/monthly/[•]] [in arrear on each Periodic Distribution Date]
 - (b) Return Accumulation Period: [[•]/[Not Applicable]]
 - (c) Periodic Distribution Date(s): [[•] in each year up to and including the Scheduled Dissolution Date]
 - (d) Fixed Amount(s) for Trust Certificates in definitive form (and in relation to Trust Certificates in global form, see Condition 8): [•] per Calculation Amount
 - (e) Broken Amount(s): [[•] per Calculation Amount, payable on the Periodic Distribution Date falling [in/on] [•]/Not Applicable]
 - (f) Day Count Fraction: [30/360 / Actual/Actual / Actual/Actual (ICMA) / Actual/365 (Fixed) / Actual/365 (Sterling) / Actual/360]
 - (g) Determination Date(s): [[•] in each year/Not Applicable]

Provisions relating to dissolution

15. Optional Dissolution Call Right: [Applicable/Not Applicable]
- (a) Optional Dissolution Date(s): [·]
 - (b) Optional Dissolution Amount (Call): [[·]/As per Condition 11.3]
 - (c) Notice periods: [[·]/As per Condition 11.3]
16. Certificateholder Put Right: [Applicable/Not Applicable]
- (a) Optional Dissolution Amount (Put): [[·]/As per Condition 11.5]
 - (b) Certificateholder Put Right Date(s): [·]
 - (c) Notice period: [[·]/As per Condition 11.5]
17. Clean Up Call Right: [Applicable/Not Applicable]
- (c) Clean Up Call Right Dissolution Amount: [[·]/As per Condition 11.8]
 - (d) Notice period: [[·]¹/As per Condition 11.8]
18. Change of Control Dissolution Amount: [•]
19. Tangibility Event Dissolution Amount: [•]

¹ Such notice being 30 days after the Certificateholder Put Right Date, the Change of Control Put Right Date or the Tangibility Event Put Right Date.

20. Dissolution Event Amount: [•]
21. Final Dissolution Amount: [•]
22. Other Dissolution Amount: [[•]/Not Applicable]

General provisions applicable to the Trust Certificates

23. Form of Trust Certificates: Trust Certificates in registered form:

Global Trust Certificate registered in the name of a common depositary for Euroclear and Clearstream, Luxembourg and exchangeable for Trust Certificates in definitive registered form in the limited circumstances specified in the Global Trust Certificate.

Reg S Compliance Category 2
24. Additional Business Centre(s): [Not Applicable/[•]]
25. Additional Financial Centre(s): [Not Applicable/[•]]

Provisions in respect of the Trust Assets

26. Trust Assets: Condition 6.1 applies
27. On the Issue Date:
- (a) Ijara Percentage: [•] per cent.
- (b) Murabaha Percentage: [•] per cent.
28. (a) Details of Transaction Account (to be held in London): [•] Transaction Account No: [•] with [•] for Series No.: [•]
- (b) Supplemental Declaration of Trust: Supplemental Declaration of Trust dated [•] between the Trustee, PNCI and the Delegate
- (c) Supplemental Purchase Agreement: Supplemental Purchase Agreement dated [•] between the Trustee and [the relevant Seller(s)]
- (d) Supplemental Lease Agreement Supplemental Lease Agreement dated [•] between the Trustee (as the Lessor), the Lessee and the Delegate
- (e) [Purchase Order and Letter of Offer and Acceptance: Purchase Order dated [•] from the Obligor (as "Buyer") to the Trustee (as "Seller") and Letter of Offer and Acceptance dated [•] from the Seller to the Buyer.]
- (f) Declaration of Commingling of Assets: [Declaration of Commingling of Assets dated [•] executed by the Trustee][Not Applicable]

Signed on behalf of [•]

Signed on behalf of **PNC INVESTMENTS LLC**

By

By:.....

Duly authorised

Duly authorised

PART B – OTHER INFORMATION

1. Listing and Admission to Trading

(a) Listing and Admission to trading: [Application [has been]/[will be] made by the Trustee (or on its behalf) for the Trust Certificates to be admitted to trading on the London Stock Exchange's International Securities Market with effect from [•].]

[Application [has been]/[will be] made by the Trustee (or on its behalf) for the Trust Certificates to be listed on the Official List of the DFSA and admitted to trading on Nasdaq Dubai].

[Not Applicable.]

(b) Estimate of total expenses related to admission to trading: [•]

2. Ratings

Ratings: The Trust Certificates to be issued [have been/are expected to be/will not be] rated.

[Fitch: [•]]

[S&P: [•]]

[Moody's: [•]]

[[•]: [•]]

"[•] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). [As such, [•] is/are included in the list of credit rating agencies published by the ESMA on its website (at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the EU CRA Regulation. [The rating [·] has assigned [is/are] endorsed by [·], which is established in the EEA and registered under the EU CRA Regulation.]

[[•][is/are] established in the United Kingdom and registered under Regulation (EU) No. 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018. (the "**UK CRA Regulation**"). As such, [·] appear[s] on the latest update of the list of registered credit rating agencies on the UK [Financial Conduct Authority]/[FCA]'s Financial Services Register. [The rating [·] has assigned by [•][is/are] is endorsed by [·], which is established in the UK and registered under the UK CRA Regulation.]";

3. Interests of Natural and Legal Persons involved in the Issue

[Save for any fees payable to the [Managers/Dealer], so far as each of the Trustee and PNCI is aware, no person involved in the issue of the Trust Certificates has an interest material to the offer. The [Managers/Dealer] and [its/their] affiliates have engaged, and may in the future engage, in

investment banking and/or commercial banking transactions with, and may perform services for, PNCI and/or the Trustee (and each of their affiliates) in the ordinary course of business for which they may receive fees.]

4. **Yield:** [•] per cent. per annum. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

5. **Operational Information**

- (a) ISIN: [•]
- (b) Common Code: [•]
- (c) [FISN: [•] / [As set out on the website of the Association of Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]]
- (d) [CFI Code: [•] / [As set out on the website of the Association of Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]]
- (e) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)]
- (f) Delivery Delivery [against/free of] payment
- (g) Names and addresses of additional Paying Agent(s) (if any): [•]
- (h) Stabilisation Manager(s): [•]

6. **Use of Proceeds**

- (a) Reasons for the offer: [See "*Use of Proceeds*" in the Base Offering Circular./[•]
- (b) Estimated Net Proceeds: [•]

7. **Third Party Information**

[[•] has been extracted from [•]. The Trustee and PNCI confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable]

TERMS AND CONDITIONS OF THE TRUST CERTIFICATES

The following is the text of the Terms and Conditions of the Trust Certificates, which (save for the text in italics and subject to completion in accordance with the provisions of Part A of the applicable Pricing Supplement) will be endorsed on each Trust Certificate in definitive registered form issued under the Programme and will apply to each Global Trust Certificate.

Sobha Sukuk I Holding Limited (in its capacity as issuer of the Trust Certificates (as defined below) and as trustee for the Certificateholders (as defined below), the "**Trustee**"), has established a programme (the "**Programme**") for the issuance of trust certificates (the "**Trust Certificates**") in a maximum aggregate face amount of U.S.\$1,500,000,000 (or the equivalent in other currencies calculated as described in the dealer agreement between the Trustee, PNC Investments LLC ("**PNCI**") and the Dealers named therein dated 9 May 2025 (the "**Dealer Agreement**"), or such other maximum aggregate face amount as increased in accordance with the terms of the Dealer Agreement.

As used herein, "**Tranche**" means Trust Certificates which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Trust Certificates together with any further Tranche or Tranches of Trust Certificates which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of Periodic Distribution Amounts (as defined herein) thereon and the date from which Periodic Distribution Amounts start to accrue.

The Pricing Supplement for this Trust Certificate (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement attached to or endorsed on this Trust Certificate which complete these Terms and Conditions (these "**Conditions**"). References to the "applicable Pricing Supplement" are to Part A of the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Trust Certificate (save where otherwise expressed herein).

Each of the Trust Certificates will represent an undivided ownership interest in the Trust Assets (as defined below) which are held by the Trustee on trust (the "**Trust**") for, *inter alia*, the benefit of the holders of the Trust Certificates pursuant to: (i) a master declaration of trust (the "**Master Declaration of Trust**") dated 9 May 2025 and made between the Trustee, PNCI Developments and The Law Debenture Trust Corporation p.l.c. (the "**Delegate**"); and (ii) a supplemental declaration of trust (the "**Supplemental Declaration of Trust**" and, together with the Master Declaration of Trust, the "**Declaration of Trust**") having the details set out in the applicable Pricing Supplement.

In these Conditions, references to "**Trust Certificates**" shall be references to the Trust Certificates of the Series which are the subject of the applicable Pricing Supplement only, not to all Trust Certificates that may be issued under the Programme (whether in global form as a Global Trust Certificate or in definitive form as definitive Trust Certificates), which are the subject of the applicable Pricing Supplement.

Payments relating to the Trust Certificates will be made pursuant to an agency agreement dated 9 May 2025 (the "**Agency Agreement**") made between the Trustee, PNCI, the Delegate and The Bank of New York Mellon, London Branch in its capacity as principal paying agent (in such capacity, the "**Principal Paying Agent**", which expression shall include any successor), the other paying agents named therein (in such capacity, the "**Paying Agents**") and the transfer agent (in such capacity, the "**Transfer Agent**", which expression shall include any successor) and The Bank of New York Mellon SA/NV, Dublin Branch in its capacity as registrar (in such capacity, the "**Registrar**", which expression shall include any successor). The Principal Paying Agent, the Paying Agents, the Transfer Agent and the Registrar are together referred to in these Conditions as the "**Agents**".

The holders of the Trust Certificates (the "**Certificateholders**") are bound by, and are deemed to have notice of, all of the provisions applicable to them in the documents set out below, copies of which are available for inspection and/or collection by Certificateholders during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the specified office for the time being of the Principal Paying Agent:

- (a) a master purchase agreement between the Trustee (in its capacity as purchaser) and PNCI dated 9 May 2025 (the "**Master Purchase Agreement**");

- (b) a supplemental purchase agreement (the "**Supplemental Purchase Agreement**" and, together with the Master Purchase Agreement, the "**Purchase Agreement**") having the details set out in the applicable Pricing Supplement;
 - (c) a master lease agreement between the Trustee (in such capacity as lessor), PNCI (in its capacity as lessee) and the Delegate dated 9 May 2025 (the "**Master Lease Agreement**");
 - (d) a supplemental lease agreement (the "**Supplemental Lease Agreement**" and, together with the Master Lease Agreement, the "**Lease Agreement**") having the details set out in the applicable Pricing Supplement;
 - (e) a purchase undertaking executed by PNCI (in its capacity as obligor) as a deed dated 9 May 2025 (the "**Purchase Undertaking**"), containing the form of sale agreement (the "**Sale Agreement**") to be executed by PNCI (in its capacity as purchaser) and the Trustee (in its capacity as seller) on the Scheduled Dissolution Date, the Dissolution Event Redemption Date, the Certificateholder Put Right Date, the Change of Control Put Right Date or the Tangibility Event Put Right Date, as the case may be (each such expression having the meaning given to it in the Purchase Undertaking);
 - (f) a sale and substitution undertaking executed by the Trustee as a deed dated 9 May 2025 (the "**Sale and Substitution Undertaking**") containing the form of sale agreement (the "**Sale Agreement**") to be executed by the Trustee (in its capacity as seller) and PNCI (in its capacity as purchaser) on the Tax Dissolution Date, the Clean Up Call Right Dissolution Date, the Optional Dissolution Date, the Cancellation Date or the Substitution Date, as the case may be (each such expression having the meaning given to it in the Sale and Substitution Undertaking);
 - (g) a servicing agency agreement between the Trustee (in its capacity as lessor) and PNCI (in its capacity as servicing agent, the "**Servicing Agent**") dated 9 May 2025 (the "**Servicing Agency Agreement**");
 - (h) a master murabaha agreement between the Trustee (in such capacity as seller), PNCI (in such capacity as buyer) and the Delegate dated 9 May 2025 (the "**Master Murabaha Agreement**"), together with the purchase order, the letter of offer and acceptance and all other offers, acceptances and confirmations delivered pursuant thereto in connection with the relevant Series;
 - (i) a declaration of commingling of assets entered into by the Trustee as a deed pursuant to the Declaration of Trust;
 - (j) the Declaration of Trust;
 - (k) the Agency Agreement; and
 - (l) the applicable Pricing Supplement,
- (a) to (k) together being the "**Transaction Documents**".

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents.

Each initial Certificateholder, by its acquisition and holding of its interest in a Trust Certificate, shall be deemed to authorise and direct the Trustee to enter into each Transaction Document to which it is a party, subject to the terms and conditions of the Declaration of Trust and these Conditions and to apply the sums paid by it in respect of its Trust Certificates in accordance with the terms of the Transaction Documents.

1. **Interpretation**

1.1 **Definitions**

Words and expressions defined in the Declaration of Trust and the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and **provided that**, in the event of inconsistency between any such document and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail. In addition, in these Conditions the following expressions have the following meanings:

"**Accrual Period**" has the meaning given in Condition 8.2 (*Determination of Periodic Distribution Amount*);

"**Additional Business Centre(s)**" means the city or cities specified as such in the applicable Pricing Supplement;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the applicable Pricing Supplement;

"**Average Life**" means, as of the date of determination with respect to any Financial Indebtedness or Refinancing Financial Indebtedness, the quotient obtained by dividing: (a) the sum of the products of: (i) the numbers of years from the date of determination to the date or dates of each successive scheduled principal payment of such Financial Indebtedness or Refinancing Financial Indebtedness; and (ii) the amount of each such principal payment; by (b) the sum of all such principal payments;

"**Business Day**" means a day which is:

- (a) a day on which commercial banks and foreign exchange markets are open for general business (including dealing in foreign exchange and foreign currency deposits) and settle payments in the Specified Currency in the Additional Business Centre(s) or, if no Specified Currency is indicated, generally in each Additional Business Centre specified in the applicable Pricing Supplement; and
- (b) either: (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the Additional Business Centre); or (ii) in relation to any sum payable in euro, a TARGET Settlement Day;

"**Cancellation Date**" means the date on which Trust Certificates are to be cancelled as specified in the Cancellation Notice;

"**Cancellation Notice**" means a notice substantially in the form set out in Schedule 2 to the Sale and Substitution Undertaking;

"**Cancelled Lease Asset(s)**" means the assets to be sold by the Trustee (in its capacity as seller) to PNCI (in its capacity as purchaser) in accordance with the Sale and Substitution Undertaking following the delivery of, and as specified in, an applicable Cancellation Notice;

"**Capital Stock**" means, with respect to any person, any and all shares, interests, participations or other equivalents (howsoever designated, whether voting or non-voting) or such person's equity, including any preferred stock of such person, whether outstanding on 9 May 2025 or issued after the date thereof including, without limitation, all series or classes of such Capital Stock;

"**Certificateholder Put Right**" means the right exercisable by the Trustee at the request of Certificateholder pursuant to Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*);

"**Certificateholder Put Right Date**" means the date on which the relevant Trust Certificates are to be redeemed in accordance with Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*), as specified in the relevant Exercise Notice, **provided that** such date is a Periodic Distribution Date, unless otherwise specified in the applicable Pricing Supplement;

"**Certificateholder Put Right Exercise Price**" has the meaning given to it in the Purchase Undertaking;

a "**Change of Control**" shall occur if at any time any person other than Mr. PNC Menon, Mrs. Sobha Menon or their respective lineal descendants acquires, directly or indirectly, more than 50 per cent. of the issued share capital of PNCI;

"Change of Control Dissolution Amount" has the meaning given to it in Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*);

"Change of Control Exercise Notice" has the meaning given to it in Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*);

"Change of Control Exercise Price" has the meaning given to it in the Purchase Undertaking;

"Change of Control Notice" has the meaning given to it in Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*);

"Change of Control Put Period" has the meaning given to it in Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*);

"Change of Control Put Right" has the meaning given to it in Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*);

"Change of Control Put Right Date" shall be the tenth Payment Business Day after the expiry of the Change of Control Put Period;

"Clean Up Call Right" means the right exercisable by the Trustee at the request of PNCI pursuant to Condition 11.8 (*Dissolution at the Option of PNCI (Clean Up Call Right)*);

"Clean Up Call Right Dissolution Amount" has the meaning given to it in Condition 11.8 (*Dissolution at the Option of PNCI (Clean Up Call Right)*);

"Clean Up Call Right Dissolution Date" has the meaning given to it in Condition 11.8 (*Dissolution at the Option of PNCI (Clean Up Call Right)*);

"Clearstream, Luxembourg" means Clearstream Banking S.A.;

"Consolidated Cash and Cash Equivalents" means, in respect of the Group, at any time the aggregate of the following:

- (a) cash in hand or on deposit with any acceptable bank or any bank which is licensed by the central bank of its jurisdiction of incorporation;
- (b) certificates of deposit, maturing within one year after the relevant date of calculation, issued by an acceptable bank;
- (c) any investment in marketable obligations issued or guaranteed by: (i) the government of the United States of America or the United Kingdom or by an instrumentality or agency of the government of the United States of America or the United Kingdom having an equivalent credit rating; or (ii) the government of any country in which PNCI has operations, provided in the case of (ii) such obligations have a maturity of less than one year;
- (d) open market commercial paper:
 - (i) for which a recognised trading market exists;
 - (ii) issued in the United States of America or the United Kingdom;
 - (iii) which matures within one year after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 by Standard & Poor's or Fitch or P-1 by Moody's or if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term debt obligations, an equivalent rating; and
- (e) Sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an acceptable bank in each case, to which any member of the Group is beneficially entitled at that time and which is capable of being applied against Consolidated Total Indebtedness. An acceptable bank for this purpose is a commercial bank or trust company which has a

rating of BBB– or higher by Standard & Poor's or Fitch or Baa3 or higher by Moody's or a comparable rating from a nationally recognised credit rating agency for its long-term obligations;

"Consolidated EBITDA" means, in respect of any Measurement Period, the consolidated net pre-taxation profits of the Group for such Measurement Period as adjusted by:

- (i) adding back Consolidated Net Finance Charges Payable;
- (ii) taking no account of any exceptional or extraordinary item;
- (iii) adding back any amount attributable to minority interests;
- (iv) adding back depreciation and amortisation; and
- (v) taking no account of any revaluation of an asset or any loss or gain over book value arising on the disposal of an asset (otherwise than the ordinary course of trading) by a member of the Group during the Measurement Period,

and:

- (A) including the net pre-taxation profits of a member of the Group or business or assets acquired during that Measurement Period for the part of that Measurement Period when it was not a member of the Group and/or the business or assets were not owned by a member of the Group; but
- (B) excluding the net pre-taxation profits attributable to any member of the Group or to any business or assets sold during that Measurement Period;

"Consolidated Finance Charges Payable" means, in respect of any Measurement Period, all Finance Charges (but excluding Finance Charges on trade payables) incurred by the Group during such Measurement Period;

"Consolidated Finance Charges Receivable" means, in respect of any Measurement Period, all financing charges received or receivable by the Group during such Measurement Period;

"Consolidated Net Finance Charges Payable" means, in respect of any Measurement Period, Consolidated Finance Charges Payable less Consolidated Finance Charges Receivable during such Measurement Period;

"Consolidated Total Indebtedness" means, in respect of the Group or any Subsidiary, as the case may be, at any time the aggregate of the following:

- (f) the outstanding principal amount of any moneys borrowed but excluding all trade payables (as defined in the most recently available audited or auditor reviewed consolidated financial statements of PNCI or the relevant Subsidiary, as the case may be);
- (g) the outstanding principal amount of any bond, sukuk, note, debenture, loan stock or other similar instrument;
- (h) the capitalised element of indebtedness under a finance or capital lease;
- (i) the outstanding principal amount of all moneys owing in connection with the sale or discounting of receivables (otherwise than on a non-recourse basis);

- (j) the outstanding principal amount of any indebtedness arising from any deferred payment agreements arranged primarily as a method of raising finance or financing the acquisition of an asset;
- (k) any fixed or minimum premium payable on the payment or redemption of any instrument referred to in paragraph (b) above;
- (l) the outstanding principal amount of any indebtedness arising in connection with any other transaction (including any forward sale or purchase agreement and whether in connection with any Islamic financing arrangements or otherwise) which has the commercial effect of a borrowing; and
- (m) the outstanding principal amount of any indebtedness of any person of a type referred to in paragraphs (a) to (g) above which is the subject of a guarantee, indemnity or similar assurance against financial loss given by a member of the Group or the relevant Subsidiary, as the case may be;

provided that Consolidated Total Indebtedness shall not include any indebtedness in respect of letters of credit or performance guarantees issued in the ordinary course of business to the extent such letters of credit or performance guarantees are not drawn upon or, if drawn upon, are honoured in accordance with their terms;

"Consolidated Total Net Indebtedness" means at any time Consolidated Total Indebtedness less Consolidated Cash and Cash Equivalents;

"Day Count Fraction" has the meaning given to it in Condition 8.2 (*Determination of Periodic Distribution Amount*);

"Determination Period" has the meaning given in Condition 8.2 (*Determination of Periodic Distribution Amount*);

"Deferred Sale Price Instalment" has the meaning given to it in the Master Murabaha Agreement;

"Dispute" has the meaning given in Condition 24.2 (*Arbitration*);

"Dissolution Amount" means, as appropriate, the Final Dissolution Amount, the Dissolution Event Amount, the Tax Dissolution Amount, the Optional Dissolution Amount (Call), the Optional Dissolution Amount (Put), the Total Loss Dissolution Amount, the Tangibility Event Dissolution Amount, the Change of Control Dissolution Amount or the Clean Up Call Right Dissolution Amount, which shall, unless otherwise specified in the applicable Pricing Supplement, in each case, be equal to the sum of:

- (a) the outstanding face amount of the relevant Trust Certificates; and
- (b) any due and unpaid Periodic Distribution Amounts of such Trust Certificates; or
- (c) such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the applicable Pricing Supplement (and any other amount payable following a Total Loss Event pursuant to the Servicing Agency Agreement);

"Dissolution Date" means, as the case may be, (a) the Scheduled Dissolution Date; (b) the Tax Dissolution Date; (c) the Dissolution Event Redemption Date; (d) the Optional Dissolution Date; (e) the Certificateholder Put Right Date; (f) the Total Loss Dissolution Date; (g) the Tangibility Event Put Right Date; (h) the Change of Control Put Right Date; or (i) the Clean Up Call Right Dissolution Date;

"Dissolution Event" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Dissolution Event Amount" has the meaning given to it in Condition 11.9 (*Dissolution following a Dissolution Event*);

"Dissolution Event Redemption Date" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Dissolution Notice" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Euroclear" means Euroclear Bank SA/NV;

"Exercise Notice" means a notice substantially in the form set out in Schedule 1 to the Sale and Substitution Undertaking or the Purchase Undertaking, as applicable;

"Exercise Price" has the meaning given to it in the Sale and Substitution Undertaking or the Purchase Undertaking, as applicable;

"Extraordinary Resolution" has the meaning given to it in Schedule 4 to the Master Declaration of Trust;

"Final Dissolution Amount" has the meaning given to it in Condition 11.1 (*Scheduled Dissolution*);

"Finance Charges" means, for any Measurement Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of Financial Indebtedness (whether, in each case, paid or payable by any member of the Group (calculated on a consolidated basis)) in respect of that Measurement Period;

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution excluding any performance or bid bonds;
- (i) any amount of any liability under an advance or deferred purchase agreement if the primary reason behind the entry into the agreement is to raise finance;
- (j) any obligations incurred in respect of any Islamic financing arrangements; and
- (k) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**Fitch**" means Fitch Ratings Limited;

"**Full Reinstatement Value**" has the meaning given to it in the Servicing Agency Agreement;

"**Global Trust Certificate**" means the Trust Certificates of each Series offered and sold in reliance on Regulation S, which will be sold to Persons who are not U.S. persons (as defined in Regulation S) outside the United States, in registered form;

"**Group**" means PNCI and its Subsidiaries taken as a whole;

"**Ijara Percentage**" means the percentage specified hereon which, except when Trust Certificates are issued pursuant to Condition 22 (*Further Issues*), shall be no less than 55 per cent.;

"**IFRS**" means International Financial Reporting Standards;

"**Incur**" and "**Incurrence**" have the meanings given to them in Condition 4.3 (*Financial Covenants*);

"**Indebtedness**" means all obligations, and guarantees or indemnities in respect of obligations, for moneys borrowed or raised (whether or not evidenced by bonds, debentures, notes or other similar instruments) or any *Shari'a* compliant alternative of the foregoing other than any such obligations, guarantees or indemnities owing or given by one member of the Group to another member of the Group;

"**Independent Appraiser**" means: (i) for the purposes of assets comprising interests in real estate and/or leases, an independent registered firm of chartered surveyors; and (ii) for the purposes of any assets other than those described in (i), any independent firm of appraisers or internationally recognised investment banking firm or firm of public accountants, in the case of (i) and (ii) being of international standing, selected by PNCI;

"**Insurances**" means the insurances in respect of the Lease Asset(s), as provided for in the Servicing Agency Agreement;

"**Insurance Notice Event**" means the delivery of a notice to the Trustee and the Delegate by PNCI (acting in its capacity as Servicing Agent) pursuant to clause 5.1.4 of the Servicing Agency Agreement;

"**Investment Grade Rating**" means a rating equal to or higher than: (a) Baa3 (or the equivalent) by Moody's; (b) BBB- (or the equivalent) by Standard & Poor's; or (c) BBB- (or the equivalent) by Fitch or in each case the equivalent thereof from any other Rating Agency (as applicable);

"**Investment Grade Status**" means that PNCI has an Investment Grade Rating from at least one Rating Agency;

"**Investment Property**" means any property or asset identified as an "investment property" (or similar property) in the most recently available audited or auditor reviewed consolidated financial statements of PNCI or the most recently available (if applicable, audited or auditor reviewed) financial statements of its relevant Subsidiary (as the case may be) and classified as such for financial reporting purposes in accordance with IFRS from time to time, and "**Investment Properties**" shall be construed accordingly;

"**Joint Venture Company**" means an entity which is at any particular time, jointly controlled (whether directly or indirectly) by PNCI and any other person or persons. For the purposes of this definition, an entity shall be considered as being "**jointly controlled**" by PNCI and such other person or persons if it is accounted for as a jointly controlled entity in the most recently available audited or auditor reviewed consolidated financial statements of PNCI;

"**LCIA**" means the London Court of International Arbitration;

"**Lease**" has the meaning given to it in the Lease Agreement;

"**Lease Asset(s)**" has the meaning given to it in the Lease Agreement;

"Lessee" means PNCI in its capacity as lessee under the Lease Agreement;

"Lessor" means the Trustee in its capacity as lessor under the Lease Agreement;

"Liability" means, in respect of any person, any actual losses, actual damages, fees, actual costs (excluding any cost of funding (whether in the form of interest or otherwise) and opportunity cost or loss), charges, awards, claims, demands, expenses, judgments, actions, proceedings (or threats of any actions or proceedings) or other liabilities whatsoever including legal fees, travelling expenses and any Taxes and similar charges incurred by that person and references to **"Liabilities"** shall mean all of these;

"Loss Shortfall Amount" has the meaning given to it in the Servicing Agency Agreement;

"Material Subsidiary" means, at any relevant time, a Subsidiary of PNCI:

- (a) whose Consolidated EBITDA (consolidated in the case of a Subsidiary which itself has Subsidiaries) or whose total assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent in each case (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of PNCI and its Subsidiaries relate, are equal to) not less than 10 per cent. of the Consolidated EBITDA of PNCI, or, as the case may be, consolidated total assets, of PNCI and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited financial statements (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated financial statements of PNCI and its Subsidiaries taken as a whole, provided that in the case of a Subsidiary of PNCI acquired after the end of the financial period to which the then latest audited consolidated financial statements of PNCI and its Subsidiaries relate, the reference to the then latest audited consolidated financial statements of PNCI and its Subsidiaries for the purposes of the calculation above shall, until consolidated financial statements for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned financial statements as if such Subsidiary had been shown in such financial statements by reference to its then latest relevant audited financial statements, adjusted as deemed appropriate by PNCI;
- (b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of PNCI which immediately prior to such transfer is a Material Subsidiary, provided that the transferor Subsidiary shall upon such transfer forthwith cease to be a Material Subsidiary and the transferee Subsidiary shall cease to be a Material Subsidiary pursuant to this paragraph (b) on the date on which the consolidated financial statements of PNCI and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited as aforesaid but so that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which such consolidated financial statements have been prepared and audited as aforesaid by virtue of the provisions of paragraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition; or
- (c) to which is transferred an undertaking or assets which, taken together with the undertaking or assets of the transferee Subsidiary, generated (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated financial statements of PNCI and its Subsidiaries relate, generate Consolidated EBITDA equal to) not less than 10 per cent. of the Consolidated EBITDA of PNCI, or represent (or, in the case aforesaid, are equal to) not less than 10 per cent. of the consolidated total assets of PNCI and its Subsidiaries taken as a whole, all as calculated as referred to in paragraph (a) above, provided that the transferor Subsidiary (if a Material Subsidiary) shall upon such transfer forthwith cease to be a Material Subsidiary unless immediately following such transfer of its undertaking its assets generate (or, in the case aforesaid, generate Consolidated EBITDA equal to) not less than 10 per cent. of the Consolidated EBITDA of PNCI, or its assets represent (or, in the case aforesaid, are equal to) not less than 10 per cent. of the consolidated total assets of PNCI and its Subsidiaries taken as a whole, all as calculated as referred to in paragraph (a) above, and the transferee Subsidiary shall cease to be a Material Subsidiary pursuant to this paragraph (c) on the date on which the consolidated financial statements of PNCI and its Subsidiaries for the

financial period current at the date of such transfer have been prepared and audited but so that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which such consolidated financial statements have been prepared and audited as aforesaid by virtue of the provisions of paragraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition.

Any report signed by an authorised signatory of PNCI whether or not addressed to the Trustee or the Delegate that in their opinion a Subsidiary of PNCI is or is not or was or was not at any particular time or throughout any specified period a Material Subsidiary may be relied upon by the Trustee and the Delegate without further enquiry or evidence and with no liability to any person therefor and, if relied upon by the Trustee or the Delegate, shall, in the absence of manifest error, be conclusive and binding on all parties;

"Measurement Period" means a period of 12 months ending on the last date of each period in respect of which audited or auditor reviewed consolidated financial statements of PNCI are made available;

"Moody's" means Moody's Investors Service, Inc.;

"Murabaha Percentage" means the percentage specified hereon which, except when Trust Certificates are issued pursuant to Condition 22 (*Further Issues*), shall be no more than 45 per cent.;

"nominee" has the meaning given to it in Condition 2.1 (*Form and Denomination*);

"PNCI Event" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Optional Dissolution Amount (Call)" has the meaning given to it in Condition 11.3 (*Dissolution at the Option of PNCI (Optional Dissolution Call Right)*);

"Optional Dissolution Amount (Put)" has the meaning given to it in Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*);

"Optional Dissolution Call Right" means the right exercisable by the Trustee at the request of PNCI pursuant to Condition 11.3 (*Dissolution at the Option of PNCI (Optional Dissolution Call Right)*);

"Optional Dissolution Date" means the date on which Trust Certificates are to be redeemed in accordance with Condition 11.3 (*Dissolution at the Option of PNCI (Optional Dissolution Call Right)*), as specified in the relevant Exercise Notice;

"Partial Loss Dissolution Event" means, in relation to any Series, the termination of the Lease on the 61st day after the Partial Loss Event Date as a result of either: (a) the delivery by PNCI of a Partial Loss Termination Notice to the Trustee within 30 days after the Partial Loss Event Date in accordance with the terms of the Lease Agreement; or (b) the failure by PNCI to replace the Lease Assets within 60 days after the Partial Loss Event Date in accordance with the terms of the Servicing Agency Agreement;

"Partial Loss Event" means the partial impairment of one or more Lease Assets in a manner that substantially deprives the Lessee from the benefits expected from the whole of the Lease Assets, as determined by the Lessee and the occurrence of which (a) has been certified in writing by a recognised independent industry expert; and (b) does not constitute a Total Loss Event;

"Partial Loss Event Date" has the meaning given to it in the Lease Agreement;

"Partial Loss Termination Notice" has the meaning given to it in the Lease Agreement;

"Payment Business Day" means:

- (a) a day on which banks in the relevant place of surrender (as required) of the definitive Trust Certificate are open for payment of registered securities and for dealings in foreign currencies; and

- (b) in the case of payment by transfer to an account:
 - (i) if the currency of payment is euro, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
 - (ii) if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the principal financial centre of the currency of payment and in each (if any) Additional Financial Centre;

"Periodic Distribution Amount" means, in relation to a Trust Certificate and a Return Accumulation Period, the amount of profit payable in respect of that Trust Certificate for that Return Accumulation Period which amount may be a Fixed Amount, a Broken Amount or an amount otherwise calculated in accordance with Condition 8 (*Fixed Periodic Distribution Provisions*) plus, if applicable, an amount equal to the amount of profit which would have accrued (i) in the previous Return Accumulation Period; and (ii) from (and including) the previous Periodic Distribution Date to the replacement of any Lease Asset(s) with Replacement Lease Asset(s) in accordance with the Servicing Agency Agreement, in each case, had a Total Loss Event not occurred in the previous Return Accumulation Period (and in which case such amount will be funded through the proceeds of Insurance and/or (if applicable) Loss Shortfall Amount);

"Periodic Distribution Date" means the first Periodic Distribution Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the applicable Pricing Supplement;

"Permitted Financial Indebtedness" means any one or more of the following:

- (a) any Financial Indebtedness of PNCI or any Subsidiary of PNCI outstanding on 9 May 2025;
- (b) any Financial Indebtedness owed by PNCI or any Subsidiary of PNCI to PNCI or any other Subsidiary of PNCI; provided, however, that any subsequent disposition, pledge or transfer of such Financial Indebtedness (other than to PNCI or a Subsidiary of PNCI) shall be deemed, in each case, to constitute the Incurrence of such Financial Indebtedness by the obligor thereof;
- (c) any Financial Indebtedness of PNCI or any Subsidiary of PNCI Incurred and outstanding on or prior to the date on which such Subsidiary became a Subsidiary of PNCI (other than Financial Indebtedness Incurred in connection with, or to provide all or any portion of the funds or credit support utilised to consummate, the transaction or series of related transactions pursuant to which the Subsidiary became a Subsidiary of PNCI);
- (d) any amounts owed by PNCI or any Subsidiary of PNCI to suppliers, contractors, subcontractors and/or project consultants in respect of goods supplied and/or services provided, in each case in the ordinary course of business;
- (e) any Project Finance Indebtedness of PNCI or a Subsidiary of PNCI or any Securitisation Indebtedness;
- (f) any Financial Indebtedness for or in respect of any derivative transaction entered into solely to protect PNCI or any Subsidiary from fluctuations in profit/interest rates or financing costs or currencies (and is not for speculation);
- (g) Financial Indebtedness arising from the honouring by a bank or other financial institution of a cheque, draft or similar instrument drawn against insufficient funds in the ordinary course of business, provided that such Financial Indebtedness is extinguished within 30 business days of its Incurrence;
- (h) any Financial Indebtedness arising in the form of deferred payment obligations of PNCI or a Subsidiary of PNCI in respect of the acquisition of any business, assets or Capital Stock, in each case in the ordinary course of business; and

- (i) any Refinancing Financial Indebtedness Incurred by PNCI or a Subsidiary of PNCI in respect of Financial Indebtedness Incurred by PNCI or a Subsidiary of PNCI: (i) at any time when PNCI had Investment Grade Status; or (ii) pursuant to paragraph (a), (b), (c), (d), (e), (f), (g) or (h) above;

"Permitted Reorganisation" means:

- (a) (i) any disposal by any Subsidiary of PNCI of all or substantially all of its business, undertaking or assets to: (1) any of its own wholly-owned Subsidiaries; (2) PNCI; or (3) any wholly-owned Subsidiary of PNCI; or (ii) any disposal by PNCI of all or substantially all of its business, undertaking or assets to any of its wholly-owned Subsidiaries provided that, in the case of (ii) only, at the same time or prior to any such disposal, all amounts payable by PNCI under each Transaction Document to which it is a party have been assumed by such Subsidiary on terms previously approved by an Extraordinary Resolution;
- (b) any amalgamation, consolidation or merger of a Subsidiary of PNCI with PNCI or with any other Subsidiary of PNCI; or
- (c) any amalgamation, consolidation, restructuring, merger or reorganisation on terms previously approved by the Delegate or by an Extraordinary Resolution;

"Permitted Security" means:

- (a) any Security existing on 9 May 2025;
 - (b) any Security created or outstanding with the approval of the Certificateholders by an Extraordinary Resolution;
 - (c) any Security on assets or property existing at the time PNCI or any Subsidiary acquired such assets or property provided that such Security was not created in contemplation of such acquisition;
 - (d) any Security securing Indebtedness of any person and/or its Subsidiaries existing at the time that such person is merged into or consolidated with PNCI or a Subsidiary provided that such Security was not created in contemplation of such merger or consolidation and does not extend to any other assets or property of PNCI or any Subsidiary;
 - (e) any Security arising by operation of law and in the ordinary course of trading and not as result of any default or omission by PNCI or any Subsidiary;
 - (f) any Security not otherwise permitted under any other paragraph of this definition created by, or outstanding in respect of, PNCI and/or any Subsidiary, provided that the aggregate of all outstanding amounts secured by such Security (when aggregated with the aggregate of all outstanding amounts (if any) secured by other Security created by, or outstanding in respect of, PNCI and/or any Subsidiary (but ignoring for these purposes any outstanding amounts secured by any Security under paragraphs (a) to (e) above (inclusive) and paragraph (g) below)) does not exceed 15 per cent. of the Total Assets by reference to the then latest audited or auditor reviewed consolidated financial statements of PNCI; or
 - (g) any renewal of or substitution for any Security permitted by any of the preceding paragraphs (a) through (f), provided that with respect to any such Security incurred pursuant to this paragraph (g), the principal amount secured has not increased and the Security has not been extended to any additional property (other than the proceeds of such property);
- "Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Project Finance Indebtedness" means any Financial Indebtedness issued, borrowed or raised by PNCI or any of its Subsidiaries to finance or refinance the ownership, acquisition, construction, development and/or operation of an asset or project where there is no recourse whatsoever for repayment thereof other than:

- (a) recourse solely to the property, income, assets or revenues from such asset or project (including insurance proceeds); and/or
- (b) recourse, for the purpose only of enabling amounts to be claimed in respect of such Financial Indebtedness, over such asset or project or the income, cash flow or other proceeds deriving therefrom, provided that the extent of such recourse is limited solely to the amount of any recoveries made on any such enforcement;

"**Profit Amount**" has the meaning given to it in the Master Murabaha Agreement;

"**Rate**" means the rate or rates specified in the applicable Pricing Supplement;

"**Rating Agencies**" means: (a) Standard & Poor's; (b) Moody's; (c) Fitch; and (d) if any one or more of Standard & Poor's, Moody's or Fitch do not make a rating of PNCI publicly available, one or more internationally recognised securities rating agencies selected by PNCI;

"**Record Date**" means: (a) in respect of a Global Trust Certificate, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant Periodic Distribution Date or the relevant Dissolution Date, as the case may be; and (b) in respect of Trust Certificates in definitive form, the date falling on the seventh day before the relevant Periodic Distribution Date or the Dissolution Date, as the case may be;

"**Refinancing**" means, in respect of any Financial Indebtedness, to refinance, extend, renew, refund, repay, prepay, purchase, redeem, defease or retire, or to issue other Financial Indebtedness in exchange or replacement for, such Financial Indebtedness, and "**Refinanced**" and similar terms are to be construed accordingly;

"**Refinancing Financial Indebtedness**" means Financial Indebtedness that Refinances any Financial Indebtedness of PNCI or any Subsidiary of PNCI, including Financial Indebtedness that Refinances Refinancing Financial Indebtedness; provided, however, that:

- (a) such Refinancing Financial Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Financial Indebtedness being Refinanced;
- (b) such Refinancing Financial Indebtedness has an Average Life at the time such Refinancing Financial Indebtedness is Incurred that is equal to or greater than the Average Life of the Financial Indebtedness being Refinanced;
- (c) such Refinancing Financial Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium) under the Financial Indebtedness being Refinanced; and
- (d) if the Financial Indebtedness being Refinanced is subordinated in right of payment to PNCI's payment obligations under the Transaction Documents, such Refinancing Financial Indebtedness is subordinated in right of payment to PNCI's payment obligations under the Transaction Documents at least to the same extent as the Financial Indebtedness being Refinanced;

"**Register**" has the meaning given in Condition 2.2 (*Register*);

"**Regulation S**" means Regulation S under the Securities Act;

"**Relevant Date**" means, in relation to any payment, the date on which the payment in question first becomes due or if the full amount payable has not been received in the principal financial centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which the full amount has been so received or (if earlier) the date seven days after that on which notice is duly given to Certificateholders in accordance with Condition 18 (*Notices*) that, upon further presentation or surrender, as applicable, of the Trust Certificate being made in accordance with these Conditions, such payment will be made, **provided that** payment is in fact made upon such presentation or surrender, as applicable;

"Relevant Indebtedness" means any present or future indebtedness, other than any Project Finance Indebtedness or Securitisation Indebtedness, which is in the form of, or which is represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or are capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

"Relevant Jurisdiction" means the DIFC or any political subdivision or authority thereof or therein having the power to tax;

"Relevant Sukuk Obligation" means any Sukuk Obligation, other than any Project Finance Indebtedness or Securitisation Indebtedness, in respect of which the relevant trust certificates or other securities are, or are intended to be or are capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

"Rental" has the meaning given to it in the relevant Supplemental Lease Agreement;

"Replacement Date" has the meaning given to it in the Servicing Agency Agreement;

"Replacement Lease Asset(s)" has the meaning given to it in the Servicing Agency Agreement;

"Required Amount" has the meaning given to it in the Servicing Agency Agreement;

"Reserved Matter" has the meaning given in Condition 18 (*Meetings of Certificateholders; Modification*);

"Return Accumulation Commencement Date" means the Issue Date or such other date as specified in the applicable Pricing Supplement;

"Return Accumulation Period" means the period from (and including) a Periodic Distribution Date (or the Return Accumulation Commencement Date) to (but excluding) the next (or first) Periodic Distribution Date;

"Rules" has the meaning given in Condition 24.2 (*Arbitration*);

"Scheduled Dissolution Date" means the date on which Trust Certificates are to be redeemed in accordance with Condition 11.1 (*Scheduled Dissolution*);

"Securities Act" means the United States Securities Act of 1933;

"Securitisation Indebtedness" means any Financial Indebtedness issued, borrowed or raised by PNCI or any of its Subsidiaries in connection with any securitisation (Islamic or otherwise) of existing or future assets and/or revenues, provided that:

- (a) any Security given by PNCI or any Subsidiary in connection therewith is limited solely to the assets and/or revenues which are the subject of the securitisation;
- (b) each person participating in such securitisation expressly agrees to limit its recourse to the assets and/or revenues so securitised as the principal source of repayment for the money advanced or payment of any other liability; and
- (c) there is no other recourse to PNCI or any Subsidiary in respect of any default by any person under the securitisation;

"Security" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"Service Charge Amounts" has the meaning given to it in the Servicing Agency Agreement;

"Specified Currency" means the currency specified as such in the applicable Pricing Supplement or, if none is specified, the currency in which the Trust Certificates are denominated;

"Specified Denominations" means the denominations specified as such in the applicable Pricing Supplement;

"Standard & Poor's" means Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc;

"Stated Maturity" means, with respect to any Financial Indebtedness or Refinancing Financial Indebtedness, the date specified in the relevant documentation as the fixed date on which the final payment of principal in respect thereof is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the purchase of such Financial Indebtedness at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred);

"Stock Exchange" means, in relation to the Trust Certificates, the stock exchange or exchanges (if any) on which the Trust Certificates are for the time being quoted or listed;

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half of the Capital Stock of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"Sukuk Obligation" means any undertaking or other obligation to pay any money given in connection with any issue of trust certificates or other securities intended to be issued in compliance with the principles of *Shari'a*, whether or not in return for consideration of any kind;

"T2" means the real time gross settlement system operated by the Eurosystem or any successor system;

"Tangibility Event Put Right" means the right exercisable by a Certificateholder pursuant to Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*);

"Tangibility Event Certificateholder Put Right Exercise Price" has the meaning given to it in the Purchase Undertaking;

"Tangibility Event Dissolution Amount" has the meaning given to it in Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*);

"TARGET Settlement Day" means any day on which T2 is open for the settlement of payments in euro;

"Tax" means any present or future taxes, levies, imposts, duties (including stamp duties), fees, assessments or other charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction;

"Tax Dissolution Amount" has the meaning given to it in Condition 11.2 (*Early Dissolution for Tax Reasons*);

"Tax Dissolution Date" has the meaning given to it in Condition 11.2 (*Early Dissolution for Tax Reasons*);

"Tax Event" has the meaning given to it in Condition 11.2 (*Early Dissolution for Tax Reasons*);

"Total Assets" means the total assets of the Group as shown by reference to the then latest audited or auditor reviewed consolidated financial statements of PNCI;

"Total Equity" means the total equity of the Group as shown by reference to the then latest audited or auditor reviewed consolidated financial statements of PNCI;

"Total Loss Dissolution Amount" has the meaning given to it in Condition 11.4 (*Dissolution following a Total Loss Event*);

"Total Loss Dissolution Date" has the meaning given to it in Condition 11.4 (*Dissolution following a Total Loss Event*);

"Total Loss Event" has the meaning given to it in Condition 11.4 (*Dissolution following a Total Loss Event*);

"Transaction Account" means the non-interest bearing account in the Trustee's name maintained with the Principal Paying Agent, details of which are specified in the applicable Pricing Supplement and which shall be held in the United Kingdom; and

"Trust Assets" means the assets, rights and/or cash described in Condition 6.1 (*Trust Assets*).

1.2 **Interpretation**

In these Conditions:

- (a) any reference to face amount shall be deemed to include any Dissolution Amount and any other amount in the nature of face amounts payable pursuant to these Conditions;
- (b) any reference to Periodic Distribution Amounts shall be deemed to include any additional amounts in respect of profit distributions which may be payable under Conditions 11 (*Capital Distributions of Trust*) and 13 (*Taxation*) and any other amount in the nature of a profit distribution payable pursuant to these Conditions;
- (c) references to Trust Certificates being "outstanding" shall be construed in accordance with the Master Declaration of Trust; and
- (d) any reference to a Transaction Document shall be construed as a reference to that Transaction Document as amended and/or supplemented up to and including the Issue Date.

2. **Form, Denomination and Title**

2.1 **Form and Denomination**

The Trust Certificates are issued in registered form in the Specified Denominations and, in the case of Trust Certificates in definitive form, are serially numbered.

Upon issue, the Trust Certificates will be represented by a Global Trust Certificate which will be registered in the name of nominees for Euroclear and Clearstream, Luxembourg.

For so long as any of the Trust Certificates are represented by a Global Trust Certificate held on behalf of Euroclear and Clearstream, Luxembourg, each Person (other than Euroclear and Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear and Clearstream, Luxembourg as the holder of a particular face amount of such Trust Certificates (in which regard any certificate or other document issued by Euroclear and Clearstream, Luxembourg as to the face amount of such Trust Certificates standing to the account of any Person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Trustee, PNCI, the Delegate and the Agents as the holder of such face amount of such Trust Certificates for all purposes other than with respect to payment in respect of such Trust Certificates, for which purpose the registered holder (the "**nominee**") of the Global Trust Certificate shall be treated by the Trustee, PNCI, the Delegate and any Agent as the holder of such face amount of such Trust Certificates in accordance with and subject to the terms of the relevant Global Trust Certificate, and the expressions "**Certificateholder**" and "**holder**" in relation to any Trust Certificates and related expressions shall be construed accordingly. Each Certificateholder must look solely to Euroclear and Clearstream, Luxembourg for its share of each payment made to the nominee.

Trust Certificates which are represented by a Global Trust Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg.

References to Euroclear and Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Pricing Supplement.

2.2 **Register**

The Registrar will maintain a register (the "**Register**") of Certificateholders in respect of the Trust Certificates in accordance with the provisions of the Agency Agreement. In the case of Trust Certificates in definitive form, a definitive Trust Certificate will be issued to each Certificateholder in respect of its registered holding of Trust Certificates.

2.3 **Title**

The Trustee, PNCI, the Delegate and the Agents may (to the fullest extent permitted by applicable laws) deem and treat the Person in whose name any outstanding Trust Certificate is for the time being registered (as set out in the Register) as the holder of such Trust Certificate or of a particular face amount of the Trust Certificates for all purposes (whether or not such Trust Certificate or face amount shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, and any notice of loss or theft or any writing thereon), and the Trustee, PNCI, the Delegate and the Agents shall not be affected by any notice to the contrary.

All payments made to such registered holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for monies payable in respect of such Trust Certificate or face amount.

3. **Transfers of Trust Certificates**

3.1 ***Transfers of beneficial interests in the Global Trust Certificate***

Transfers of beneficial interests in the Global Trust Certificate will be effected by Euroclear and Clearstream, Luxembourg, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. An interest in the Global Trust Certificate will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Trust Certificates in definitive form only in the Specified Denomination or integral multiples thereof and only in accordance with the rules and operating procedures for the time being of Euroclear and Clearstream, Luxembourg and in accordance with the terms and conditions specified in the Declaration of Trust and the Agency Agreement.

3.2 ***Transfers of Trust Certificates in Definitive Form***

(a) *Transfer*

Subject to this Condition 3.2 and Conditions 3.3 (*Closed Periods*) and 3.4 (*Formalities Free of Charge*), a definitive Trust Certificate may be transferred in whole or in an amount equal to the Specified Denomination or any integral multiple thereof by depositing the definitive Trust Certificate, with the form of transfer on the back duly completed and signed, at the specified office of the Registrar.

(b) *Delivery of new definitive Trust Certificates*

Each new definitive Trust Certificate to be issued upon transfer of definitive Trust Certificates will, within five business days of receipt by the Registrar of the duly completed form of transfer endorsed on the relevant definitive Trust Certificate, be mailed by uninsured mail at the risk of the holder entitled to the definitive Trust Certificate to the address specified in the form of transfer. For the purposes of this Condition, "**business day**" shall mean a day on which banks are open for business in the city in which the specified office of the Registrar is located.

Where some but not all of the Trust Certificates in respect of which a definitive Trust Certificate is issued are to be transferred, a new definitive Trust Certificate in respect of the Trust Certificates not so transferred will, within five business days of receipt by the Registrar of the original definitive Trust Certificate, be mailed by uninsured mail at the risk of the holder of the Trust Certificates not so transferred to the address of such holder appearing on the Register or as specified in the form of transfer.

(c) *Regulations*

All transfers of definitive Trust Certificates and entries on the Register will be made subject to the detailed regulations concerning the transfer of Trust Certificates scheduled to the Master Declaration of Trust. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Certificateholder who requests one. Notwithstanding the above, the Trustee may from time to time agree with the Registrar reasonable regulations to govern the transfer and registration of definitive Trust Certificates.

3.3 *Closed periods*

No Certificateholder may require the transfer of a definitive Trust Certificate to be registered during the period of 15 days ending on a Periodic Distribution Date or a Dissolution Date or any other date on which any payment of the face amount or payment of any profit in respect of a Trust Certificate falls due.

3.4 *Formalities free of charge*

Transfers of Trust Certificates on registration or exercise of an early dissolution right will be effected without charge by or on behalf of the Trustee, the Registrar or the Transfer Agent, but upon payment (or the giving of such indemnity as the Trustee, the Registrar and/or the Transfer Agent may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

3.5 *Regulations*

All transfers of definitive Trust Certificates and entries on the Register will be made subject to the detailed regulations concerning the transfer of Trust Certificates scheduled to the Master Declaration of Trust. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Certificateholder who requests one. Notwithstanding the above, the Trustee may from time to time agree with the Registrar reasonable regulations to govern the transfer and registration of definitive Trust Certificates.

4. **Status and Limited Recourse**

4.1 *Status*

Each Trust Certificate evidences an undivided ownership interest in the Trust Assets subject to the terms of the Declaration of Trust and these Conditions, and is a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee. Each Trust Certificate ranks *pari passu*, without any preference or priority, with the other Trust Certificates.

The payment obligations of PNCI (in any capacity) to the Trustee under the Transaction Documents to which it is a party in respect of each Series of Trust Certificates are and will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in Condition 5.1 (Negative Pledge)) unsecured obligations of PNCI and (save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in Condition 5.1 (Negative Pledge)) at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of PNCI from time to time outstanding.

4.2 *Limited Recourse*

The proceeds of the Trust Assets are the sole source of payments on the Trust Certificates. Save as provided in the next sentence, the Trust Certificates do not represent an interest in or obligation of any of the Trustee, PNCI, the Delegate, the Agents or any of their respective affiliates.

Accordingly, Certificateholders, by subscribing for or acquiring the Trust Certificates, acknowledge that:

- (a) they will not have recourse to any assets of the Trustee, the Delegate, the Agents, or any of their respective affiliates in respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted following which all obligations of the Trustee shall be extinguished; and
- (b) any recourse to the assets of PNCI shall be limited to the Trust Assets, which include obligations of PNCI under the Transaction Documents.

PNCI is obliged to make certain payments under the Transaction Documents directly to the Trustee (for and on behalf of the Certificateholders), and the Delegate will have recourse against PNCI to recover such payments. Any such right of the Trustee and the Delegate against PNCI shall constitute an unsecured claim against PNCI. None of the Certificateholders, the Trustee or the Delegate shall be entitled to claim any priority right in respect of any specific assets of PNCI in connection with the enforcement of any such claim.

The net proceeds of realisation of, or enforcement with respect to, the Trust Assets may not be sufficient to make all payments due in respect of the Trust Certificates. If, following the distribution of such proceeds, there remains a shortfall in payments due under the Trust Certificates, subject to Condition 16 (*Enforcement and Exercise of Rights*), no holder of Trust Certificates will have any claim against the Trustee, PNCI (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate, the Agents or any of their respective affiliates or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall and any unsatisfied claims of Certificateholders shall be extinguished. In particular, no holder of Trust Certificates will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding-up or receivership of the Trustee, PNCI (to the extent that it fulfils all of its obligations under the Transaction Documents), the Delegate, the Agents or any of their respective affiliates as a consequence of such shortfall or otherwise.

4.3 ***Agreement of Certificateholders***

By subscribing for or acquiring the Trust Certificates, each Certificateholder acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any other Transaction Document:

- (a) no payment of any amount whatsoever shall be made by any of the Trustee, the Delegate (acting in the name and on behalf of the Trustee) or any of their respective agents on their behalf except to the extent funds are available therefor from the Trust Assets;
- (b) no recourse shall be had for the payment of any amount owing hereunder or under any relevant Transaction Document, whether for the payment of any fee, indemnity or other amount hereunder or any other obligation or claim arising out of or based upon the Transaction Documents, against the Trustee (and/or its directors, officers, shareholders or administrators), PNCI (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), the Delegate, any Agent or any of their respective agents or affiliates to the extent the Trust Assets have been exhausted following which all obligations of the Trustee, PNCI, the Delegate any Agents and their respective agents or affiliates shall be extinguished;
- (c) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents to which it is a party have been paid in full, it will not institute against, or join with any other person in instituting against, the Trustee any bankruptcy, reorganisation, arrangement or liquidation proceedings or other proceedings under any bankruptcy or similar law;
- (d) no recourse under any obligation, covenant or agreement contained in any Transaction Document or arising under or in connection with any Transaction Document shall be had against any officer, agent, shareholder or director of the Trustee, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise. The obligations of the Trustee and PNCI under the Transaction Documents to which it is a party are

corporate or limited liability obligations of the Trustee and PNCI and no personal liability shall attach to or be incurred by the officers, agents, shareholders or directors of the Trustee or PNCI and any and all such personal liability is expressly waived and excluded save in the case of their wilful default or actual fraud. Reference in these Conditions to wilful default or actual fraud means a finding to such effect by a court of competent jurisdiction in relation to the conduct of the relevant party; and

- (e) it shall not be entitled to claim or exercise any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Trust Certificate. No collateral is or will be given for the payment obligations by the Trustee under the Trust Certificates.

5. **Obligor Covenants**

5.1 ***Negative Pledge***

So long as any Trust Certificate remains outstanding, PNCI covenants and undertakes with the Trustee that it shall not, and it shall procure that no Material Subsidiary (other than a Material Subsidiary that is a Joint Venture Company) will, create or permit to subsist any Security, other than Permitted Security, upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any of its Relevant Indebtedness or Relevant Sukuk Obligation or any guarantee or indemnity of its Relevant Indebtedness or Relevant Sukuk Obligation without at the same time or prior thereto: (a) securing equally and rateably therewith its obligations under the Transaction Documents to which it is a party; or (b) providing such other Security for those obligations as may be approved by the holders of the Trust Certificates by an Extraordinary Resolution.

5.2 ***Financial Covenants***

So long as any Trust Certificate remains outstanding, PNCI covenants and undertakes with the Trustee that it shall not, and it shall not permit any of its Subsidiaries to, create, issue, incur, assume, guarantee or in any manner become directly or indirectly liable with respect to or otherwise become responsible for, contingently or otherwise, the payment of (individually and collectively, to "**Incur**" or, as appropriate, an "**Incurrence**") any Financial Indebtedness (other than Permitted Financial Indebtedness); provided that PNCI and its Subsidiaries will be permitted to Incur additional Financial Indebtedness if:

- (a) the ratio of Consolidated Total Net Indebtedness at the end of the immediately preceding Measurement Period to Total Equity at the end of such Measurement Period does not exceed a ratio of 1.25:1;
- (b) the ratio of Consolidated EBITDA for the immediately preceding Measurement Period to Consolidated Net Finance Charges Payable for such Measurement Period is not less than a ratio of 1.5:1;
- (c) the ratio of Consolidated Total Net Indebtedness at the end of the immediately preceding Measurement Period to Consolidated EBITDA for such Measurement Period does not exceed a ratio of 2.75:1; and
- (d) the Total Equity at the end of the immediately preceding Measurement Period (as set out in the most recently available audited or auditor reviewed consolidated financial statements of PNCI) is not less than AED 5,000,000,000.

The provisions of this Condition 5.2 shall not apply for so long as PNCI has Investment Grade Status. However, the provisions of this Condition 5.2 shall immediately apply if and for so long as PNCI ceases to have Investment Grade Status. For the purposes of this Condition 5.2, "**Permitted Financial Indebtedness**" shall be construed to refer to the date on which the provisions of this Condition 5.2 re-apply in accordance with this Condition 5.2 rather than the Issue Date.

For the purposes of determining compliance with this Condition 5.2, if an item of Financial Indebtedness (or any portion thereof) meets the criteria of more than one of the types of Financial Indebtedness described in the definition of "Permitted Financial Indebtedness", or is entitled to be

Incurred pursuant to this Condition 5.2, PNCI, in its sole discretion, will be permitted to classify and from time to time, to reclassify such item of Financial Indebtedness (or any portion thereof) in any manner that complies with this Condition 5.2.

For the purposes of this Condition 5:

- (i) an accounting term used in this provision is to be construed in accordance with the principles applied in connection with the most recently available audited or auditor reviewed consolidated financial statements of PNCI;
- (ii) compliance with this provision shall be assessed by reference to the most recently available audited or auditor reviewed consolidated financial statements of PNCI;
- (iii) any amount in a currency other than U.S.\$ is to be taken into account at its U.S.\$ equivalent calculated on the basis of: (1) the Principal Paying Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market with U.S.\$ at or about 11:00 a.m. (London time) on the day the relevant amount falls to be calculated; or (2) if the amount is to be calculated on the last day of a financial period of PNCI, the then relevant spot rates of exchange used by PNCI in, or in connection with, its financial statements for that period; and
- (iv) no item must be credited or deducted more than once in any calculation under this provision.

6. **The Trust**

6.1 ***Trust Assets***

The "**Trust Assets**" will comprise:

- (a) the cash proceeds of the Trust Certificates, pending application thereof in accordance with the terms of the Transaction Documents;
- (b) the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the Lease Asset(s);
- (c) the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the Transaction Documents (excluding: (i) any representations given by PNCI to the Trustee and the Delegate pursuant to the Transaction Documents; and (ii) the covenant given to the Trustee pursuant to clause 15.1 of the Master Declaration of Trust);
- (d) all monies standing to the credit of the Transaction Account from time to time; and
- (e) all proceeds of the foregoing.

6.2 ***Application of Proceeds from the Trust Assets***

Pursuant to the Declaration of Trust, the Trustee holds the Trust Assets on trust absolutely for and on behalf of the Certificateholders. On each Periodic Distribution Date, or on any Dissolution Date, the Principal Paying Agent, notwithstanding any instructions to the contrary from the Trustee, will apply the monies standing to the credit of the Transaction Account in the following order of priority:

- (a) *first*, (to the extent not previously paid) to each of the Delegate, each Agent and/or any Appointee (as defined in the Master Declaration of Trust) in respect of all amounts owing to it under the Transaction Documents in its capacity as Delegate, Agent (in accordance with the Agency Agreement) or Appointee, as applicable;
- (b) *secondly*, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts due and unpaid;

- (c) *thirdly*, only if such payment is made on any Dissolution Date, to the Principal Paying Agent in or towards payment *pari passu* and rateably of the Dissolution Amount;
- (d) *fourthly*, only if such payment is made on any Dissolution Date on which all the Trust Certificates of the relevant Series are redeemed in full, to the Servicing Agent in or towards payment of all outstanding Service Charge Amounts (if any); and
- (e) *fifthly*, only if such payment is made on any Dissolution Date on which all the Trust Certificates of the relevant Series are redeemed in full, to PNCI in or towards payment of the residual amount (if any) in consideration for the performance of its obligations under the Servicing Agency Agreement.

7. Trustee Covenants

7.1 The Trustee covenants that, for so long as any Trust Certificate is outstanding, it will not (without the prior written consent of the Delegate):

- (a) incur any indebtedness, in respect of borrowed money whatsoever (including any Islamic financing), or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates except, in all cases, as contemplated in the Transaction Documents;
- (b) save as permitted by the Transaction Documents, grant or permit to be outstanding any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law);
- (c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its interest in any of the Trust Assets, except pursuant to the Transaction Documents;
- (d) use the proceeds of the issue of the Trust Certificates for any purpose other than as stated in the Transaction Documents;
- (e) except as provided in Condition 18 (*Meetings of Certificateholders; Modification*), amend or agree to any amendment of any Transaction Document to which it is a party (other than in accordance with the terms thereof) or its memorandum and articles of association and by-laws (other than in relation to any increase in the aggregate face amount of the Programme);
- (f) act as trustee in respect of any trust (other than pursuant to the Declaration of Trust);
- (g) have any subsidiaries or employees;
- (h) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders (excluding any consideration payable by the Trustee (acting in any capacity) to PNCI (acting in any capacity) as contemplated by the Transaction Documents or these Conditions);
- (i) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents to which it is a party have been paid in full, put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding-up, liquidation or dissolution or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or
- (j) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents to which it is a party or any permitted amendment or supplement

thereto or as expressly permitted or required thereunder or engage in any business or activity other than:

- (i) any such contract, transaction, amendment, obligation or liability in relation to its operations that is of a routine or administrative nature;
- (ii) as provided for or permitted in the Transaction Documents;
- (iii) the ownership, management and disposal of the Trust Assets as provided in the Transaction Documents; and
- (iv) such other matters which are incidental thereto.

8. Fixed Periodic Distribution Provisions

8.1 *Periodic Distribution Amount*

A Periodic Distribution Amount for the Trust Certificates will be payable in respect of the Trust Certificates and will be distributable by the Trustee to the Certificateholders, *pro rata* to their respective holdings, out of amounts transferred to the Transaction Account pursuant to the terms of the Servicing Agency Agreement and the other Transaction Documents, in accordance with these Conditions.

8.2 *Determination of Periodic Distribution Amount*

Except as provided in the applicable Pricing Supplement or where a Total Loss Event has occurred in the current or previous Return Accumulation Period, the Periodic Distribution Amount payable in respect of each Trust Certificate in definitive form for any Return Accumulation Period shall be the Fixed Amount. Payments of Periodic Distribution Amount in respect of Trust Certificates in definitive form on any Periodic Distribution Date may, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

Except in the case of Trust Certificates in definitive form where a Fixed Amount or Broken Amount is specified in the applicable Pricing Supplement, the Periodic Distribution Amount shall be calculated in respect of any period by applying the Rate applicable to the relevant Return Accumulation Period to:

- (a) in the case of Trust Certificates which are represented by a Global Trust Certificate, the aggregate outstanding face amount of the Trust Certificates represented by such Global Trust Certificate; or
- (b) in the case of Trust Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Trust Certificate in definitive form is a multiple of the Calculation Amount, the Periodic Distribution Amount payable in respect of such Trust Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions:

"Day Count Fraction" means, in respect of the calculation of a Periodic Distribution Amount in accordance with these Conditions:

- (a) if **"Actual/Actual"** is specified in the applicable Pricing Supplement, the actual number of days in the Return Accumulation Period divided by 365 (or, if any portion of that Return Accumulation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Return Accumulation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Return Accumulation Period falling in a non-leap year divided by 365);

- (b) if "**Actual/365 (Fixed)**" is specified in the applicable Pricing Supplement, the actual number of days in the Return Accumulation Period divided by 365;
- (c) if "**Actual/365 (Sterling)**" is specified in the applicable Pricing Supplement, the actual number of days in the Return Accumulation Period divided by 365 or, in the case of a Periodic Distribution Date falling in a leap year, 366;
- (d) if "**Actual/360**" is specified in the applicable Pricing Supplement, the actual number of days in the Return Accumulation Period divided by 360;
- (e) if "**30/360**" is specified in the applicable Pricing Supplement, the number of days in the Return Accumulation Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCountFraction} = \frac{[360 \times (Y_2 - Y_1) + (30 \times (M_2 - M_1) + (D_2 - D_1))]}{360}$$

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless such number is 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31 and D¹ is greater than 29, in which case D₂ will be 30;

- (f) if "**Actual/Actual (ICMA)**" is specified in the applicable Pricing Supplement:
 - (i) in the case of Trust Certificates where the number of days in the relevant period from (and including) the most recent Periodic Distribution Date (or, if none, the Return Accumulation Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or
 - (ii) in the case of Trust Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year.

"**Determination Period**" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Return Accumulation

Commencement Date or the final Periodic Distribution Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"**sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

8.3 ***Payment in Arrear***

Subject to Condition 8.4 (*Cessation of Profit Entitlement*), Condition 11.2 (*Early Dissolution for Tax Reasons*) to 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*) and Condition 15 (*Dissolution Events*), and unless otherwise specified in the applicable Pricing Supplement, each Periodic Distribution Amount will be paid in respect of the relevant Trust Certificates in arrear on each Periodic Distribution Date in respect of the Return Accumulation Period ending immediately before that Periodic Distribution Date.

8.4 ***Cessation of Profit Entitlement***

No further amounts will be payable on any Trust Certificate from and including:

- (a) the Dissolution Date (excluding a Total Loss Dissolution Date), unless default is made in the payment of the Dissolution Amount (provided that a Sale Agreement has not been entered into in accordance with the terms of the Purchase Undertaking or the Sale and Substitution Undertaking, as the case may be) in which case Periodic Distribution Amounts will continue to accrue in respect of the Trust Certificates in the manner provided in this Condition 8.4 to the earlier of: (i) the Relevant Date; or (ii) the date on which a sale agreement is executed pursuant to the Sale and Substitution Undertaking or the Purchase Undertaking, as the case may be; and
- (b) the date on which a Total Loss Event occurs until and excluding the Replacement Date. No profit shall accrue under the Trust Certificates in respect of the period from and including the date of the Total Loss Event until and excluding the Replacement Date. Provided that, following the occurrence of a Total Loss Event, the relevant Lease Asset(s) have been replaced in accordance with the term of the Servicing Agency Agreement and a Lease Asset(s) Amendment Agreement has been entered into, the Periodic Distribution Amounts payable under the Trust Certificates on the first Periodic Distribution Date following the date of the Lease Asset(s) Amendment Agreement will be increased to include an additional amount of profit equal to the Advance Rental Payment specified in the relevant Lease Asset(s) Amendment Agreement.

9. **Payment**

Payment of Dissolution Amounts and Periodic Distribution Amounts will be made by transfer to the registered account (as defined below) of a Certificateholder. Payments of Dissolution Amounts (where all of the Trust Certificates of the relevant Series are to be redeemed in full) will only be made against surrender of the relevant Trust Certificate (or the certificate representing such Trust Certificate) at the specified office of the Registrar or the Principal Paying Agent. Dissolution Amounts and Periodic Distribution Amounts will be paid to the Certificateholder shown on the Register at the close of business on the relevant Record Date.

For the purposes of this Condition 9, a Certificateholder's "**registered account**" means the account in the Specified Currency maintained by or on behalf of such Certificateholder with a bank that processes payments in the Specified Currency, details of which appear on the Register at the close of business on the relevant Record Date.

All such payments will be made subject to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions described in Condition 13 (*Taxation*). No commissions or expenses shall be charged to the Certificateholders in respect of such payments.

Payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated on the Payment Business

Day preceding the due date for payment or, in the case of a payment of face amounts (where all of the Trust Certificates of the relevant Series are to be redeemed in full) if later, on the Payment Business Day on which the relevant Trust Certificate is surrendered (where such surrender is required) at the specified office of the Registrar or the Principal Paying Agent (for value as soon as practicable thereafter).

Certificateholders will not be entitled to any payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the Certificateholder is late in surrendering its Trust Certificate (if required to do so in accordance with this Condition 9).

If the amount of any Dissolution Amount or Periodic Distribution Amount is not paid in full when due, the Registrar will annotate the Register with a record of the amount of such Dissolution Amount or Periodic Distribution Amount in fact paid.

10. **Agents**

10.1 *Agents of Trustee*

In acting under the Agency Agreement and in connection with the Trust Certificates, the Agents act solely as agents of the Trustee and (to the extent provided therein) the Delegate and do not assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders.

10.2 *Specified Offices*

The names of the initial Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the Pricing Supplement attached to or endorsed on this Trust Certificate. The Trustee reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents **provided, however, that:**

- (a) there will at all times be a Principal Paying Agent; and
- (b) there will at all times be a Registrar (which may be the Principal Paying Agent).

Notice of any variation, termination or appointment and of any changes in specified offices will be given to the Certificateholders promptly by the Trustee in accordance with Condition 18 (*Notices*).

11. **Capital Distributions of Trust**

11.1 *Scheduled Dissolution*

Unless the Trust Certificates are redeemed, purchased and/or cancelled earlier, each Trust Certificate shall be redeemed on the Scheduled Dissolution Date at its Final Dissolution Amount, including all unpaid Periodic Distribution Amounts accrued (if any) to (but excluding) the Scheduled Dissolution Date (the "**Final Dissolution Amount**"). Upon payment in full of such amounts and signing the relevant Sale Agreement, the Trust will be dissolved, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

11.2 *Early Dissolution for Tax Reasons*

If a Tax Event occurs, upon receipt of an Exercise Notice from PNCI in accordance with the Sale and Substitution Undertaking, the Trust Certificates shall be redeemed by the Trustee in whole, but not in part, on any date (such date, the "**Tax Dissolution Date**") upon giving not less than 30 nor more than 60 days' notice to the Delegate and the Certificateholders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable) at the Dissolution Amount (which, for the avoidance of doubt, shall include any accrued but unpaid Periodic Distribution Amounts) (the "**Tax Dissolution Amount**"), where "**Tax Event**" means the determination by PNCI that:

- (a) (1) the Trustee has or will become obliged to pay additional amounts as provided or referred to in Condition 13 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction or any change in the application or official

interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the relevant Series; and (2) such obligation cannot be avoided by the Trustee taking reasonable measures available to it; or

- (b) (1) PNCI has or will become obliged to pay additional amounts pursuant to any Transaction Document to which it is a party as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the relevant Series; and (2) such obligation cannot be avoided by PNCI taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which: (1) (in the case of (a) above) the Trustee would be obliged to pay such additional amounts if a payment in respect of the Trust Certificates were then due; or (2) (in the case of (b) above) PNCI would be obliged to pay such additional amounts if a payment to the Trustee under the relevant Transaction Document was then due.

Prior to the publication of any notice of redemption pursuant to this Condition 11.2, the Trustee shall deliver to the Delegate: (i) a certificate signed by two directors of the Trustee (in the case of (a) above) or any authorised signatory of PNCI (in the case of (b) above) stating that the Trustee is entitled to effect such dissolution and redemption and setting forth a statement of facts showing that the conditions precedent in (a) or (b) above to the right of the Trustee so to dissolve have occurred; and (ii) an opinion of independent legal or tax advisers of recognised international standing to the effect that the Trustee or, as the case may be, PNCI has or will become obliged to pay such additional amounts as a result of such change or amendment. The Delegate shall be entitled to accept (without further investigation) any such certificate and opinion as sufficient evidence thereof without incurring any liability to any person in which event it shall be conclusive and binding on the Certificateholders.

Upon the expiry of any such notice as is referred to in this Condition 11.2, the Trustee shall be bound to redeem the Trust Certificates at the Tax Dissolution Amount and, upon payment in full of such amounts to the Certificateholders and signing the relevant Sale Agreement, the Trust will be dissolved, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

11.3 ***Dissolution at the Option of PNCI (Optional Dissolution Call Right)***

If the Optional Dissolution Call Right option is specified in the applicable Pricing Supplement as being applicable, PNCI may in its sole discretion deliver to the Trustee a duly completed Exercise Notice, subject to and in accordance with the provisions of the Sale and Substitution Undertaking and, on receipt of such notice, the Trustee shall redeem the Trust Certificates in whole but not in part on any Optional Dissolution Date at the relevant Optional Dissolution Amount (Call), including all unpaid Periodic Distribution Amounts accrued (if any) to (but excluding) the Optional Dissolution Date (the "**Optional Dissolution Amount (Call)**") on the Trustee giving not less than 30 days' nor more than 60 days' notice to the Delegate and the Certificateholders (or such other notice period as may be specified hereon) in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable and shall oblige the Trustee to redeem the Trust Certificates on the relevant Optional Dissolution Date).

11.4 ***Dissolution following a Total Loss Event***

The Trustee shall, upon receipt of notice from PNCI or otherwise becoming aware of the occurrence of a Total Loss Event (as defined below) and unless the Lease Asset(s) is/are replaced as provided in the Servicing Agency Agreement by no later than the 60th day after the occurrence of a Total Loss Event, redeem the Trust Certificates in whole, but not in part, and dissolve the Trust by no later than the close of business in London on the 61st day after the occurrence of the Total Loss Event (or, if such date is not a Payment Business Day, on the immediately following Payment Business Day) (the "**Total Loss Dissolution Date**"), following notification thereof to the Delegate and the Certificateholders in accordance with Condition 18 (*Notices*). The Trust Certificates will

be redeemed at the Dissolution Amount (which for the avoidance of doubt, shall include all accrued but unpaid Periodic Distribution Amounts plus an amount equal to the Periodic Distribution Amounts, which would have accrued had the relevant Total Loss Event not occurred, from and including the date on which such Total Loss Event, to but excluding the Total Loss Dissolution Date) (the "**Total Loss Dissolution Amount**") using the proceeds of: (a) the Insurances payable in respect of the Total Loss Event, which are required to be paid into the Transaction Account by no later than the 60th day after the occurrence of the Total Loss Event; and (b) if required, the Loss Shortfall Amount which is required to be paid into the Transaction Account by no later than the close of business in London on the 61st day after the occurrence of the Total Loss Event.

Upon payment in full of the Total Loss Dissolution Amount to the Certificateholders and signing the relevant Sale Agreement, the Trust will be dissolved, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

A "**Total Loss Event**" is, in relation to a Series, (a) the total loss or destruction of, or damage to the whole of the Lease Asset(s) of that Series or any event or occurrence that renders the whole of the Lease Asset(s) permanently unfit for any economic use and the repair or remedial work in respect thereof is wholly uneconomical; or (b) the occurrence of any nationalisation, expropriation, requisition, confiscation, attachment or such other analogous event.

Upon the occurrence of: (i) a Total Loss Event; or (ii) a Partial Loss Event and the ratio of: (x) the Value of the Lease Assets of that Series (which for this purpose shall exclude any Impaired Lease Asset(s)); to (y) the aggregate of the Value of the Lease Assets of that Series and, if applicable for such Series, the aggregate amounts of Deferred Sale Price then outstanding applicable to such Series at such time falls below 33 per cent., the Servicing Agent shall, promptly, notify the Trustee to, and upon such notification, the Trustee shall promptly deliver a notice to the Certificateholders (the "**Trading and Delisting Notice**"):

- (a) of the occurrence of an event described in (i) or (ii) above; and
- (b) that from the date of the Trading and Delisting Notice and until any further notice from the Trustee, in consultation with the *Shari'a* Adviser, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis); and
- (c) that, on the date of such Trading and Delisting Notice an application will be made for the Trust Certificates of the relevant Series to be delisted from any stock exchange (if any) on which such Trust Certificates have been admitted to listing or if such date is not a business day, on the next following business day ("**business day**" being, for this purpose, a day on which the stock exchange on which the Trust Certificates are admitted to listing is open for business).

Following the replacement of the relevant Impaired Lease Assets or the Lease Assets (as the case may be) as provided in the Servicing Agency Agreement the Trustee shall promptly, following receipt of such notice from the Servicing Agent and in consultation with the *Shari'a* Adviser, notify Certificateholders in accordance with Condition 18 (*Notices*) that: (1) from the date of that notice the Trust Certificates may be traded at any price; and (2) the Trust Certificates of the relevant Series shall be re-listed, as soon as reasonably practicable, on the stock exchange (if any) on which the Trust Certificates had previously been admitted to listing.

For the avoidance of doubt, neither the Delegate nor any Agent will have any responsibility for monitoring or ensuring compliance with any such *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis) nor shall it be liable to any Certificateholder or any other persons in respect thereof.

11.5 ***Dissolution at the Option of the Certificateholders (Certificateholder Put Right)***

If Certificateholder Put Right is specified in the applicable Pricing Supplement as being applicable, upon the holder of any Trust Certificate giving to the Trustee in accordance with Condition 18

(*Notices*) (with a copy to the Delegate) not less than 15 days' nor more than 30 days' notice (or such other notice period as may be specified hereon), the Trustee shall, upon the expiry of such notice, redeem such Trust Certificate on the Certificateholder Put Right Date and at the Optional Dissolution Amount (Put) specified in, or determined in the manner specified in, the applicable Pricing Supplement, including all unpaid Periodic Distribution Amounts accrued (if any) to (but excluding) the relevant Certificateholder Put Right Date (the "**Optional Dissolution Amount (Put)**"). For the purposes thereof, the Trustee (or the Delegate (on behalf of the Trustee)) shall deliver to PNCI a duly completed Exercise Notice (in the case of delivery by the Trustee, with a copy to the Delegate), subject to and in accordance with the provisions of the Purchase Undertaking. Trust Certificates may be redeemed or, as the case may be, purchased under this Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*) in any multiple of their lowest Specified Denomination.

To exercise the right to require redemption of any Trust Certificate pursuant to this Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*) the holder thereof must, if the Trust Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of the Registrar at any time during normal business hours of such Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) set out in the Agency Agreement and obtainable from any specified office of the Registrar (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*) and the aggregate face amount of such Trust Certificates to be redeemed and, if less than the full aggregate face amount of the Trust Certificates in definitive form so surrendered is to be redeemed, an address to which a new Trust Certificate in definitive form in respect of the balance of such Trust Certificates in definitive form is to be sent subject to and in accordance with the provisions of Condition 3 (*Transfers of Trust Certificates*).

If the relevant Trust Certificate is represented by a Global Trust Certificate and held through Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption thereof the holder of such Trust Certificate must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on such Certificateholder's instruction by Euroclear and Clearstream, Luxembourg or any depository or custodian (as applicable) for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and at the same time present or procure the presentation of the relevant Global Trust Certificate to the Principal Paying Agent for notation accordingly.

No Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Trust Certificate pursuant to this Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*) may be withdrawn without the prior consent of the Trustee except where, prior to the due date of redemption, a Dissolution Event has occurred and the Delegate has declared the Trust Certificates are to be redeemed pursuant to Condition 15 (*Dissolution Events*), in which event such holder, at its option, may elect by notice to the Trustee to withdraw the notice given pursuant to this Condition 11.5 (*Dissolution at the Option of the Certificateholders (Certificateholder Put Right)*).

11.6 ***Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)***

If a Tangibility Event occurs, upon receipt of a Tangibility Event Trustee Notice from PNCI in accordance with the Servicing Agency Agreement, the Trustee shall promptly give notice to the Certificateholders (a "**Tangibility Event Notice**") in accordance with Condition 18 (*Notices*) specifying:

- (a) that a Tangibility Event has occurred, together with an explanation of the reasons for, and evidence of, such occurrence;
- (b) that as determined in consultation with the *Shari'a* Adviser, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis);

- (c) that on the date falling 15 days following the Tangibility Event Put Right Date, the Trust Certificates will be delisted from any stock exchange (if any) on which the Trust Certificates have been admitted to trading or, if such date is not a business day, the next following business day ("**business day**" being, for this purpose, a day on which the stock exchange on which the Trust Certificates are admitted to trading is open for business); and
- (d) the Tangibility Event Put Period, during which period any Certificateholder shall have the option to require the redemption of all or any of its Trust Certificates.

Upon receipt of the Tangibility Event Notice, the Certificateholder of any Trust Certificates may elect within the Tangibility Event Put Period to require the redemption of all or any of its Trust Certificates.

If any Certificateholder exercises its right to redeem its Trust Certificates in accordance with this Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*), the Trustee shall redeem such Trust Certificates on the Tangibility Event Put Right Date at the Dissolution Amount (which, for the avoidance of doubt, shall include any accrued but unpaid Periodic Distribution Amounts) (the "**Tangibility Event Dissolution Amount**").

To exercise the right to require redemption of any Trust Certificate pursuant to this Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*) the holder thereof must, if the Trust Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of the Registrar at any time during normal business hours of such Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) set out in the Agency Agreement and obtainable from any specified office of the Registrar (a "**Tangibility Event Put Notice**") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*) and the aggregate face amount of such Trust Certificates to be redeemed and, if less than the full aggregate face amount of the Trust Certificates in definitive form so surrendered is to be redeemed, an address to which a new Trust Certificate in definitive form in respect of the balance of such Trust Certificates in definitive form is to be sent subject to and in accordance with the provisions of Condition 3 (*Transfers of Trust Certificates*).

If the relevant Trust Certificate is represented by a Global Trust Certificate and held through Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption thereof the holder of such Trust Certificate must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on such Certificateholder's instruction by Euroclear and Clearstream, Luxembourg or any depositary or custodian (as applicable) for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time (which shall, if acceptable to the relevant clearing system, be in the form of a duly completed Tangibility Event Put Notice in the form obtainable from the Principal Paying Agent or the Registrar) and at the same time present or procure the presentation of the relevant Global Trust Certificate to the Principal Paying Agent for notation accordingly.

No Tangibility Event Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Trust Certificate pursuant to this Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*) may be withdrawn without the prior consent of the Trustee except where, prior to the due date of redemption, a Dissolution Event has occurred and the Delegate has declared the Trust Certificates are to be redeemed pursuant to Condition 15 (*Dissolution Events*), in which event such holder, at its option, may elect by notice to the Trustee to withdraw the notice given pursuant to this Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*).

To the extent that there are any Trust Certificates in respect of which Tangibility Event Put Notices or other notices in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg have not been delivered following the expiry of the Tangibility Event Put Period, such Trust Certificates shall be delisted from any stock exchange (if any) on which the Trust

Certificates have been listed on a date falling 15 days following the Tangibility Event Put Right Date.

If all (and not some only) of the Trust Certificates are to be redeemed on any Tangibility Event Put Right Date in accordance with this Condition 11.6 (*Dissolution at the Option of the Certificateholders (Tangibility Event Put Right)*), upon payment in full of the Tangibility Event Dissolution Amount to the Certificateholders and signing the relevant Sale Agreement, the Trust will be dissolved, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

In these Conditions:

"**Shari'a Adviser**" has the meaning given to it in the Servicing Agency Agreement;

"**Tangible Asset Ratio**" has the meaning given to it in the Servicing Agency Agreement;

a "**Tangibility Event**" shall occur if, at any time, the Tangible Asset Ratio, other than as a result of the occurrence of a Total Loss Event or a Partial Loss Event, falls to less than 33 per cent.;

"**Tangibility Event Put Period**" shall be the period of 30 days commencing on the date that is the 60th day after a Tangibility Event Notice is given;

"**Tangibility Event Put Right Date**" shall be the first Business Day falling 75 days following the expiry of the Tangibility Event Put Period; and

"**Tangibility Event Trustee Notice**" has the meaning given to it in the Servicing Agency Agreement.

For the avoidance of doubt, neither the Delegate nor any Agent will have any responsibility for monitoring or ensuring compliance with any such *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis) referred to in (b) above nor shall it be liable to any Certificateholder or any other person in respect thereof.

11.7 ***Dissolution at the Option of the Certificateholders (Change of Control Put Right)***

The Trustee, upon receipt of notice from PNCI or otherwise upon becoming aware of the occurrence of a Change of Control, and at any time following the occurrence of a Change of Control, shall promptly give notice (a "**Change of Control Notice**") to the Certificateholders in accordance with Condition 18 (*Notices*) of the Change of Control, specifying the nature and details of the Change of Control and require Certificateholders to elect (the "**Change of Control Put Right**") at any time during the period of 30 days from and including the date on which the Change of Control Notice is given (the "**Change of Control Put Period**") if they wish all or any of their Trust Certificates to be redeemed.

If a Change of Control occurs, upon a Certificateholder electing to redeem its Trust Certificates, the Trustee shall redeem such Trust Certificates on the Change of Control Put Right Date at the Change of Control Dissolution Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement, including all unpaid Periodic Distribution Amounts accrued (if any) to (but excluding) the Change of Control Put Right Date (the "**Change of Control Dissolution Amount**").

To exercise the right to require redemption of any Trust Certificate pursuant to this Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*) the holder thereof must, if the Trust Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of the Registrar at any time during normal business hours of such Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) set out in the Agency Agreement and obtainable from any specified office of the Registrar (a "**Change of Control Exercise Notice**") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*) and the aggregate face amount of

such Trust Certificates to be redeemed and, if less than the full aggregate face amount of the Trust Certificates in definitive form so surrendered is to be redeemed, an address to which a new Trust Certificate in definitive form in respect of the balance of such Trust Certificates in definitive form is to be sent subject to and in accordance with the provisions of Condition 3 (*Transfers of Trust Certificates*).

If the relevant Trust Certificate is represented by a Global Trust Certificate and/or held through Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption thereof the holder of such Trust Certificate must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on such Certificateholder's instruction by Euroclear and Clearstream, Luxembourg or any depositary or custodian (as applicable) for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time (which shall, if acceptable to the relevant clearing system, be in the form of a duly completed Change of Control Exercise Notice in the form obtainable from the Principal Paying Agent or the Registrar) and at the same time present or procure the presentation of the Global Trust Certificate to the Principal Paying Agent for notation accordingly.

No Change of Control Exercise Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Trust Certificate pursuant to this Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*) may be withdrawn without the prior consent of the Trustee except where, prior to the due date of redemption, a Dissolution Event has occurred and the Delegate has declared the Trust Certificates are to be redeemed pursuant to Condition 15 (*Dissolution Events*), in which event such holder, at its option, may elect by notice to the Trustee to withdraw the notice given pursuant to this Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*).

If all (and not some only) of the Trust Certificates are to be redeemed on any Change of Control Put Right Date in accordance with this Condition 11.7 (*Dissolution at the Option of the Certificateholders (Change of Control Put Right)*), upon payment in full of the Change of Control Dissolution Amount to the Certificateholders and signing the relevant Sale Agreement, the Trust will be dissolved, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

11.8 ***Dissolution at the Option of PNCI (Clean Up Call Right)***

If Clean Up Call Right is specified in the applicable Pricing Supplement as being applicable and 75 per cent. or more of the aggregate face amount of the Trust Certificates then outstanding have been redeemed and/or purchased and cancelled pursuant to this Condition 11.8 (*Dissolution at the Option of PNCI (Clean Up Call Right)*) or Condition 12 (*Purchase and Cancellation of Trust Certificates*), and upon receipt of an Exercise Notice from PNCI in accordance with the Sale and Substitution Undertaking, the Trustee shall redeem the Trust Certificates in whole but not in part, on the Trustee giving not less than 30 days' nor more than 60 days' notice (or such other notice period as may be specified in the applicable Pricing Supplement, such notice period being given within 30 days after the Certificateholder Put Right Date, the Change of Control Put Right Date or the Tangibility Event Put Right Date, if applicable) to the Delegate and the Certificateholders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable) on the date specified in such notice (the "**Clean Up Call Right Dissolution Date**") at the Clean Up Call Right Dissolution Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement, including all unpaid Periodic Distribution Amounts accrued (if any) to (but excluding) the Clean Up Call Right Dissolution Date (the "**Clean Up Call Right Dissolution Amount**").

11.9 ***Dissolution following a Dissolution Event***

Upon the occurrence of a Dissolution Event, the Trust Certificates shall be redeemed at their Dissolution Event Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement, including all unpaid Periodic Distribution Amounts accrued (if any) to (but excluding) the Dissolution Event Redemption Date (the "**Dissolution Event Amount**"), subject to

and as more particularly described in Condition 15 (*Dissolution Events*) and this Condition 11 (*Capital Distributions of Trust*).

11.10 ***No Other Optional Early Dissolution***

Neither the Trustee nor the Certificateholders shall be entitled to redeem, or cause to be redeemed, as applicable, the Trust Certificates, otherwise than as provided in this Condition 11 (*Capital Distributions of Trust*) and Condition 15 (*Dissolution Events*).

11.11 ***Cancellation***

All Trust Certificates which are redeemed will forthwith be forwarded by or on behalf of the Trustee to the Registrar, cancelled and destroyed and accordingly may not be held, reissued or resold.

12. **Purchase and Cancellation of Trust Certificates**

12.1 ***Purchases***

PNCI and/or any Subsidiary of PNCI may at any time purchase Trust Certificates at any price in the open market or otherwise at any price. Following any purchase of Trust Certificates pursuant to this Condition 12.1, such Trust Certificates may be held, resold or, at the discretion of the holder thereof, cancelled (subject to such Trust Certificates being deemed not to remain outstanding for certain purposes as provided under the Master Declaration of Trust and these Conditions if so held, as more particularly set out in Condition 19 (*Meetings of Certificateholders; Modification*)).

12.2 ***Cancellation***

Upon receipt of a Cancellation Notice from PNCI in accordance with the Sale and Substitution Undertaking, Trust Certificates purchased by or on behalf of PNCI or any Subsidiary and identified for cancellation in such Cancellation Notice will forthwith be forwarded by or on behalf of the Trustee to the Registrar, cancelled and destroyed and accordingly may not be held, reissued or resold.

13. **Taxation**

All payments in respect of the Trust Certificates shall be made in the Specified Currency without set-off or counterclaim of any kind and free and clear of, and without withholding or deduction for, any Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within a Relevant Jurisdiction or any authority therein or thereof having power to tax, unless the withholding or deduction is required by law. In that event, the Trustee shall pay such additional amounts as will result in receipt by the Certificateholders of such amounts as would have been received by them, had no such withholding or deduction been required, except that no such additional amount shall be payable in respect of any Trust Certificate:

- (a) held by or on behalf of a holder who is liable for such Taxes in respect of such Trust Certificate by reason of having some connection with a Relevant Jurisdiction other than the mere holding of the Trust Certificate; or
- (b) where the relevant Trust Certificate is required to be surrendered for payment and is surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Certificateholder would have been entitled to such additional amount if it surrendered; or
- (c) the relevant Trust Certificate for payment on the last day of such period of 30 days.

14. **Prescription**

The rights to receive distributions in respect of the Trust Certificates will be forfeited unless claimed within periods of 10 years (in the case of Dissolution Amounts) and five years (in the case of Periodic Distribution Amounts) from the Relevant Date in respect thereof.

15. **Dissolution Events**

If any of the following events occurs and is continuing (each, a "**Dissolution Event**"):

- (a) default is made in the payment of the Dissolution Amount on the date fixed for payment thereof or default is made in the payment of any Periodic Distribution Amount on the due date for payment thereof and, in the case of the Dissolution Amount, such default continues unremedied for a period of seven days and, in the case of a Periodic Distribution Amount, such default continues unremedied for a period of 14 days; or
- (b) the Trustee fails to perform or comply with any one or more of its other duties, obligations or undertakings under the Trust Certificates or the Transaction Documents, which failure is, in the sole opinion of the Delegate, incapable of remedy or, if in the sole opinion of the Delegate is capable of remedy, is not, in the sole opinion of the Delegate, remedied within the period of 30 days following the service by the Delegate of a written notice on the Trustee requiring the same to be remedied; or
- (c) an PNCI Event occurs; or
- (d) an Insurance Notice Event occurs; or
- (e) the Trustee is insolvent or bankrupt or unable to pay its debts as they fall due, makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Trustee; or
- (f) a corporate administrator of all or substantially all of the undertaking assets and revenues of the Trustee is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Trustee, or the Trustee applies or petitions for a winding-up or administration order in respect of itself or ceases or through an official action of its board of directors threatens to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by an Extraordinary Resolution or the Delegate; or
- (g) any event occurs that under the laws of the DIFC has an analogous effect to any of the events referred to in paragraphs (d) or (e) above; or
- (h) the Trustee repudiates any, or any part of a, Trust Certificate or Transaction Document to which it is a party or does or causes to be done any act or thing evidencing an intention to repudiate any, or any part of a, Trust Certificate or Transaction Document to which it is a party; or
- (i) at any time it is or will become unlawful for the Trustee (by way of insolvency or otherwise) to perform or comply with any or all of its duties, obligations and undertakings under the Trust Certificates or the Transaction Documents or any of the obligations of the Trustee under the Trust Certificates or the Transaction Documents are not or cease to be legal, valid, binding and enforceable,

the Delegate, upon receiving notice thereof under the Master Declaration of Trust and subject to it being indemnified and/or secured and/or prefunded to its satisfaction, shall promptly give notice of the occurrence of such Dissolution Event to the holders of Trust Certificates in accordance with Condition 18 (*Notices*) with a request to such holders to indicate to the Trustee and the Delegate if they wish the Trust Certificates to be redeemed and the Trust to be dissolved. Following the issuance of such notice, the Delegate in its sole discretion may, and if so requested by Extraordinary Resolution or in writing by the holders of at least 25 per cent. of the aggregate face amount of the Series of Trust Certificates then outstanding shall, (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a "**Dissolution Notice**") to the Trustee, PNCI and the holders of the Trust Certificates of the relevant Series in accordance with Condition 18 (*Notices*) that the Trust Certificates are immediately due and payable at the Dissolution Event

Amount, on the date of such notice (the "**Dissolution Event Redemption Date**"), whereupon they shall become so due and payable.

Upon payment in full of such amounts, the Trust will be dissolved, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

For the purposes of this Condition 15 (*Dissolution Events*), "**PNCI Event**" shall mean each of the following events:

- (i) if default is made in the payment by PNCI (acting in any capacity) of any amount in the nature of: (1) principal (required in order to allow the Trustee (or the Principal Paying Agent on its behalf) to make payment of any Dissolution Amount (in full or in part) when due under the Trust Certificates); or (2) profit (required in order to allow the Trustee (or the Principal Paying Agent on its behalf) to make payment of any Periodic Distribution Amount (in full or in part) when due under the Trust Certificates) payable by it pursuant to any Transaction Document to which it is a party and, in the case of (1) the default continues for a period of seven days and, in the case of (2), the default continues for a period of 14 days; or
- (ii) occurrence of a Partial Loss Dissolution Event; or
- (iii) if PNCI (acting in any capacity) fails to perform or observe any one or more of its obligations under the Transaction Documents to which it is a party (including in accordance with clauses 3.1, 3.2 and 3.3 of the relevant Supplemental Lease Agreement but other than its obligations as set out in clause 3.1.2 of the Master Purchase Agreement and clauses 5.1, 5.7 and clause 9 of the Servicing Agency Agreement (save for the delivery of the Tangibility Event Trustee Notice)), which failure is, in the sole opinion of the Delegate, incapable of remedy or, if in the sole opinion of the Delegate capable of remedy, is not, in the sole opinion of the Delegate, remedied within the period of 30 days following the service by the Delegate on PNCI of notice requiring the same to be remedied; or
- (iv) (1) any Indebtedness of PNCI or any Material Subsidiary is not paid when due or (as the case may be) within any originally applicable grace period; (2) any such Indebtedness becomes due and payable prior to its stated maturity by reason of default (however described); or (3) PNCI or any Material Subsidiary fails to pay when due or (as the case may be) within any originally applicable grace period any amount payable by it under any guarantee of any Indebtedness, provided that each such event shall not constitute a PNCI Event unless the aggregate amount of all such Indebtedness, either alone or when aggregated with all other Indebtedness in respect of which such an event shall have occurred and be continuing, shall be more than U.S.\$50,000,000 (or its equivalent in any other currency or currencies); or
- (v) one or more judgments or orders for the payment of any sum in excess of U.S.\$50,000,000 is rendered against PNCI or any Material Subsidiary and continues unsatisfied, unstayed and unappealed for a period of 30 days after the date thereof (or, if appealed, the appeal is unsuccessful and thereafter the judgment continues unsatisfied and unstayed for a period of 30 days); or
- (vi) any order is made by any competent court or resolution passed for the winding-up or dissolution of PNCI or any Material Subsidiary, save in connection with a Permitted Reorganisation; or
- (vii) PNCI or any Material Subsidiary ceases or threatens to cease to carry on all or substantially all of its business, save in connection with a Permitted Reorganisation, or PNCI or any Material Subsidiary stops or threatens to stop payment of, or is unable to, or admits its inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or

for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or

- (viii) (1) any court or other formal proceedings are initiated under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official (and such proceedings are not being actively contested in good faith by PNCI or the relevant Material Subsidiary), or an administrative or other receiver, manager, administrator or other similar official is appointed, in each case against or in relation to PNCI or any Material Subsidiary or, as the case may be, in relation to all or substantially all of the undertaking or assets of PNCI, or all or substantially all of the undertaking or assets of such Material Subsidiary, in each case, save in connection with a Permitted Reorganisation; and/or (2) an encumbrancer takes possession of all or substantially all of the undertaking or assets of PNCI, or all or substantially all of the undertaking or assets of any Material Subsidiary, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against any of the same; and (3) any such event as is mentioned in (1) or (2) above (other than the appointment of an administrator) is not discharged within 30 days; or
- (ix) PNCI or any Material Subsidiary initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) save in connection with a Permitted Reorganisation; or
- (x) any event occurs which under the laws of the United Arab Emirates or any Emirate therein or any other jurisdiction has an analogous effect to any of the events referred to in paragraphs (vi) to (ix) above; or
- (xi) at any time it is or becomes unlawful for PNCI to perform or comply with any or all of its obligations under or in respect of any Transaction Document or any of the material obligations of PNCI thereunder are not or cease to be legal, valid, binding or enforceable; or
- (xii) all or substantially all of any of PNCI's Material Subsidiaries', revenues or assets are seized, nationalised, expropriated or compulsorily acquired by or under the authority of any national, regional or local government,

provided, however, that, in the case of the happening of any of the events described in paragraphs (iii) or (other than the winding-up or dissolution of PNCI) (v) to (xii) (inclusive) above, the Delegate shall have certified in writing to PNCI that such event is, in its opinion, materially prejudicial to the interests of the holders of the Trust Certificates.

16. **Enforcement and Exercise of Rights**

16.1 ***Limitation on Liability of the Trustee***

Following the enforcement, realisation and ultimate distribution of the proceeds of the Trust Assets in respect of the Trust Certificates to the Certificateholders in accordance with these Conditions and the Declaration of Trust, the Trustee shall not be liable for any further sums, and accordingly no Certificateholder may take any action against the Trustee or any other Person to recover any such sum in respect of the Trust Certificates or Trust Assets.

16.2 ***Delegate not obliged to take action***

The Delegate shall not be bound in any circumstances to take any action to enforce or to realise the Trust Assets or take any action, step or proceedings against PNCI and/or the Trustee under any

Transaction Document unless directed or requested to do so by Extraordinary Resolution or in writing by the holders of at least 25 per cent. in aggregate face amount of the Trust Certificates then outstanding and subject, in each case, to it being indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

16.3 ***Direct enforcement by Certificateholders***

No Certificateholder shall be entitled to proceed directly against the Trustee or PNCI, under any Transaction Document, unless the Delegate, having become so bound to proceed, (i) fails to do so within 30 days of becoming so bound, or (ii) is unable by reason of an order of a court having competent jurisdiction, and such failure or inability is continuing. Under no circumstances shall the Trustee, the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets (other than as expressly contemplated in the Transaction Documents and/or these Conditions), and the sole right of the Trustee, the Delegate and the Certificateholders against the Trustee and PNCI, as applicable, shall be to enforce their respective obligations under the Transaction Documents.

16.4 ***Limited recourse***

Conditions 16.1 (*Limitation on Liability of the Trustee*), 16.2 (*Delegate not obliged to take action*) and 16.3 (*Direct enforcement by Certificateholders*) are subject to this Condition 16.4. Notwithstanding anything to the contrary contained herein or in any other Transaction Document, after enforcing or realising the Trust Assets in respect of the Trust Certificates of the relevant Series and distributing the net proceeds of the relevant Trust Assets in accordance with Condition 6.2 (*Application of Proceeds from the Trust Assets*) and the Declaration of Trust, the obligations of the Trustee in respect of the Trust Certificates of the relevant Series shall be satisfied and no Certificateholder may take any further steps against the Trustee or the Delegate or any other Person to recover any further sums in respect of the Trust Certificates of the relevant Series and the right to receive any such sums unpaid shall be extinguished.

17. **Replacement of Definitive Trust Certificates**

Should any definitive Trust Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Registrar upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Trustee may reasonably require (in light of prevailing market practice). Mutilated or defaced definitive Trust Certificates must be surrendered and cancelled before replacements will be issued.

18. **Notices**

All notices to the Certificateholders will be valid if mailed to them by first class pre-paid registered mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses in the Register.

The Trustee shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system (if any) on which the Trust Certificates are for the time being listed or on which they have been admitted to trading and/or quotation (as applicable).

Any notice shall be deemed to have been given on the fourth day (other than a Saturday or Sunday) after being mailed or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

So long as the Global Trust Certificate representing the Trust Certificates is held in its entirety on behalf of Euroclear and Clearstream, Luxembourg, there may be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the Certificateholders. Any such notice shall be deemed to have been given to the Certificateholders on the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by any Certificateholder shall be in writing and given by lodging the same with the Principal Paying Agent. Whilst any of the Trust Certificates are represented by the Global Trust Certificate, such notice may be given by any holder of a Trust Certificate to the Principal Paying Agent through Euroclear and Clearstream, Luxembourg, in such manner as the Principal Paying Agent and Euroclear and Clearstream, Luxembourg may approve for this purpose.

19. **Meetings of Certificateholders; Modification**

19.1 The Master Declaration of Trust contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Certificateholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Master Declaration of Trust. Such a meeting may be convened by the Trustee, PNCI or the Delegate, and shall be convened by the Trustee, or, subject to it being indemnified and/or secured and/or pre-funded to its satisfaction, the Delegate, if the Trustee or the Delegate (as the case may be) receives a request in writing from Certificateholders holding not less than 10 per cent. in aggregate face amount of the Trust Certificates of any Series for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more Persons holding or representing more than 50 per cent. in aggregate face amount of the Trust Certificates for the time being outstanding, or at any adjourned meeting one or more Persons being or representing Certificateholders whatever the aggregate face amount of the Trust Certificates held or represented, unless the business of such meeting includes consideration of proposals to (each, a "**Reserved Matter**"):

- (a) amend any Dissolution Date in respect of the Trust Certificates or any date for payment of Periodic Distribution Amounts on the Trust Certificates;
- (b) reduce or cancel the face amount of, or any premium payable on redemption of, the Trust Certificates;
- (c) reduce the rate of profit in respect of the Trust Certificates or to vary the method or basis of calculating the rate or amount of profit or the basis for calculating any Periodic Distribution Amount in respect of the Trust Certificates;
- (d) vary any method of, or basis for, calculating the Dissolution Amount;
- (e) vary the currency of payment or denomination of the Trust Certificates;
- (f) modify the provisions concerning the quorum required at any meeting of Certificateholders or the majority required to pass an Extraordinary Resolution;
- (g) modify or cancel the payment obligations of PNCI (in any capacity) and/or the Trustee under the Transaction Documents and/or the Trust Certificates (as the case may be);
- (h) amend any of PNCI's covenants included in the Purchase Undertaking;
- (i) amend the order of application of monies set out in Condition 6.2 (*Application of Proceeds from Trust Assets*); or
- (j) amend this definition,

in which case the necessary quorum shall be one or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in aggregate face amount of the Trust Certificates for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Certificateholders (whether or not they voted on the resolution).

The Master Declaration of Trust provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in aggregate face amount of the Trust Certificates of the relevant Series outstanding or a resolution approved by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Principal Paying Agent or another specified agent and/or the Delegate in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in face amount of the Trust Certificates of the relevant Series outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Certificateholders duly convened

and held. Any such resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Certificateholders.

- 19.2 The Delegate may, without the consent or sanction of the Certificateholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time: (a) agree to any modification of any of the provisions of the Master Declaration of Trust or any other Transaction Document that is, in the sole opinion of the Delegate, of a formal, minor or technical nature or is made to correct a manifest error or is not materially prejudicial to the interests of the outstanding Certificateholders and provided that such modification is other than in respect of a Reserved Matter; or (b) (i) agree to waive or authorise any breach or proposed breach of any of the provisions of the Master Declaration of Trust or any other Transaction Document; (ii) determine that any Dissolution Event shall not be treated as such; or (iii) provide its consent to any matter in any Transaction Documents, provided that such waiver, consent, authorisation or determination is in the sole opinion of the Delegate not materially prejudicial to the interests of the outstanding Certificateholders and is other than in respect of a Reserved Matter and not in contravention of any express direction by Extraordinary Resolution or request in writing by the holders of at least 25 per cent. of the outstanding aggregate face amount of Trust Certificates of the relevant Series. No such direction or request will affect a previous waiver, consent, authorisation or determination. Any such modification, authorisation, determination, waiver or consent shall be binding on all Certificateholders and, unless the Delegate agrees otherwise, such modification, waiver, consent, authorisation or determination shall be notified by the Trustee (or PNCI on its behalf) to the Certificateholders in accordance with Condition 18 (*Notices*) as soon as practicable.
- 19.3 In connection with the exercise of its rights, powers, trusts (in the case of the Trustee only), authorities and discretions under the of that Master Declaration of Trust (including, without limitation, any modification), these Conditions and each other Transaction Document, the Trustee and the Delegate shall have regard to the general interests of the Certificateholders as a class and shall not have regard to any interest arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof or taxing jurisdiction and neither the Delegate nor the Trustee shall be entitled to require, nor shall any Certificateholder be entitled to claim from the Trustee, PNCI or the Delegate or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders (except, in the case of the Trustee and PNCI to the extent already provided for in Condition 13 (*Taxation*)).

20. **Indemnification and Liability of the Delegate**

- 20.1 The Declaration of Trust contains provisions for the indemnification of the Delegate in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action, step or proceeding unless indemnified and/or secured and/or prefunded to its satisfaction.
- 20.2 The Delegate makes no representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of PNCI (acting in any capacity) under any Transaction Document and shall not under any circumstances have any Liability or be obliged to account to the Certificateholders in respect of any payment which should have been made by PNCI (acting in any capacity), but is not so made, and shall not in any circumstances have any Liability arising from the Trust Assets other than as expressly provided in these Conditions or in the Declaration of Trust.
- 20.3 Each of the Delegate and the Trustee is exempted from (a) any Liability in respect of any loss or theft of the Trust Assets or any cash, (b) any obligation to insure the Trust Assets or any cash and (c) any claim arising from the fact that the Trust Assets or any cash are held by or on behalf of the Trustee or on deposit or in an account with any depositary or clearing system or are registered in the name of the Trustee or its nominee, unless such loss or theft arises as a result of wilful default, gross negligence or fraud of the Delegate or the Trustee, as the case may be.

21. **Currency Indemnity**

The Specified Currency is the sole currency of account and payment for all sums payable by the Trustee under or in connection with the Trust Certificates, including damages. Any amount

received or recovered in a currency other than the Specified Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Certificateholder in respect of any sum expressed to be due to it from the Trustee shall only constitute a discharge to the Trustee to the extent of the Specified Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that Specified Currency amount is less than the Specified Currency amount expressed to be due to the recipient under any Trust Certificate, the Trustee shall indemnify it against any actual loss (excluding opportunity cost or loss and cost of funding (whether in the form of interest or otherwise)) sustained by it as a result. In any event, the Trustee shall indemnify the recipient against the actual cost (excluding opportunity cost or loss and cost of funding (whether in the form of interest or otherwise)) of making any such purchase. These indemnities constitute a separate and independent obligation from the Trustee's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Certificateholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Trust Certificate or any other judgment or order.

22. **Further Issues**

In respect of any Series, the Trustee shall, subject to and in accordance with the Declaration of Trust, be at liberty from time to time without the consent of the Certificateholders to create and issue additional Trust Certificates having the same terms and conditions as the outstanding Trust Certificates of such Series (or terms and conditions which are the same in all respects save for the date and amount of the first payment of the Periodic Distribution Amount and the date from which Periodic Distribution Amounts start to accrue), and so that the same shall be consolidated and form a single Series with the outstanding Trust Certificates of such Series. Any additional Trust Certificates which are to form a single Series with the outstanding Trust Certificates previously constituted by the Declaration of Trust shall be constituted by a deed supplemental to the Declaration of Trust. References in these Conditions to the Trust Certificates include (unless the context requires otherwise) any other trust certificates issued pursuant to this Condition and forming a single series with the outstanding Trust Certificates.

23. **Contracts (Rights of Third Parties) Act 1999**

No Person shall have any right to enforce any term or condition of the Trust Certificates under the Contracts (Rights of Third Parties) Act 1999.

24. **Governing Law and Dispute Resolution**

24.1 ***Governing Law***

The Declaration of Trust (including these Conditions), the Agency Agreement, the Servicing Agency Agreement, the Master Murabaha Agreement, the Purchase Undertaking, the Sale and Substitution Undertaking and the Trust Certificates and any non-contractual obligations arising out of or in connection with the same are and shall be governed by, and construed in accordance with, English law.

24.2 ***Arbitration***

Subject to Condition 24.3 (*Option to Litigate*), any dispute, claim, difference or controversy arising out of, relating to or having connection with the Declaration of Trust and/or the Trust Certificates (which includes these Conditions) (including any dispute, claim, difference or controversy as to their existence, validity, interpretation, performance, breach or termination of the Declaration of Trust or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them) (a "**Dispute**") shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the LCIA (the "**Rules**"), which Rules (as amended from time to time) are incorporated by reference into this Condition 24. For these purposes:

- (a) the seat of arbitration shall be London;

- (b) there shall be three arbitrators, each of whom shall be a lawyer experienced in international securities transactions. The claimant(s), irrespective of number, shall nominate jointly one arbitrator; the respondent(s), irrespective of number, shall nominate jointly the second arbitrator, and a third arbitrator (who shall act as presiding arbitrator) shall be nominated by the arbitrators nominated by or on behalf of the claimant(s) and respondent(s) or, in the absence of agreement on the third arbitrator within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, the third arbitrator shall be chosen by the LCIA Court (as defined in the Rules); and
- (c) the language of the arbitration shall be English.

24.3 ***Option to Litigate***

Notwithstanding Condition 24.2 (*Arbitration*), the Delegate may, in the alternative and at its sole discretion, by notice in writing to the Trustee or PNCI:

- (a) within 28 days of service of a Request for Arbitration (as defined in the Rules); or
- (b) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If the Delegate gives such notice, the Dispute to which such notice refers shall be determined in accordance with Condition 24.5 (*Effect of Exercise of Option to Litigate*) and, subject as provided below, any arbitration commenced under Condition 24.2 (*Arbitration*) in respect of that Dispute will be terminated. Each of the parties to the terminated arbitration (other than the Delegate, whose costs will be borne by PNCI) will bear its own costs in relation to the terminated arbitration.

24.4 ***Notice to Terminate***

If any notice to terminate is given after service of any Request for Arbitration in respect of any Dispute, the Delegate must also promptly give notice to the LCIA Court and to any Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by the courts. Upon receipt of such notice by the LCIA Court, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

- (a) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;
- (b) his entitlement to be paid his proper fees and disbursements; and
- (c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

24.5 ***Effect of exercise of option to litigate***

In the event that a notice pursuant to Condition 24.3 (*Option to Litigate*) is issued, the following provisions shall apply:

- (a) subject to paragraph (c) below, the courts of England at the option of the Delegate, shall have exclusive jurisdiction to settle any Dispute and each of the Trustee and PNCI submits to the exclusive jurisdiction of such courts;
- (b) each of the Trustee and PNCI agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and
- (c) this Condition 24.4 is for the benefit of the Delegate only. As a result, and notwithstanding paragraph (a) above, to the extent allowed by law, the Delegate may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Delegate may take concurrent Proceedings in any number of jurisdictions.

25. **Service of Process**

Each of the Trustee and PNCI has irrevocably appointed Sobha Real Estate UK Limited at 92 Park Lane, Mayfair, London W1K 7TA, United Kingdom to receive for it and on its behalf, service of process in respect of any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Trustee or PNCI, as the case may be). If for any reason such process agent ceases to be able to act as such or no longer has an address in England, each of the Trustee and PNCI shall forthwith appoint a new agent for service of process in England and notify the Delegate and the Certificateholders of such appointment (in accordance with Condition 18 (*Notices*)) within 30 days. Nothing herein shall affect the right to serve process in any other manner permitted by law.

26. **Waiver of Immunity**

Under the Declaration of Trust, PNCI has agreed, to the extent that PNCI may claim, in any jurisdiction, for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any jurisdiction to PNCI or its assets or revenues, it shall not claim and it shall irrevocably and unconditionally waive such immunity to the fullest extent permitted by the laws of such jurisdiction in relation to any Proceedings. Further, each of PNCI and the Trustee have irrevocably and unconditionally consented to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any of its assets whatsoever of any award, order or judgment made or given in connection with any Proceedings.

27. **Waiver of Interest**

27.1 Each of the Trustee, PNCI and the Delegate has in the Declaration of Trust irrevocably agreed that no interest will be payable or receivable under or in connection therewith or any other Transaction Document and each party agrees that it will not claim any interest in respect of any proceedings brought by or on behalf of a party under the Declaration of Trust or any other Transaction Document.

27.2 If it is determined that any interest is payable or receivable in connection therewith or any other Transaction Document by a party, whether as a result of any judicial or arbitral award or by operation of any applicable law or otherwise, such party has agreed in the Declaration of Trust to waive any rights it may have to claim or receive such interest and has agreed therein that if any such interest is actually received by it, it shall promptly donate the same to a registered or otherwise officially recognised charitable organisation.

27.3 For the avoidance of doubt, nothing in this Condition 27 shall be construed as a waiver of rights in respect of any Periodic Distribution Amounts, Required Amounts, Rentals, Dissolution Amounts, Exercise Price, Certificateholder Put Right Exercise Price, Tangibility Event Certificateholder Put Right Exercise Price, Change of Control Exercise Price, Full Reinstatement Value, Loss Shortfall Amount, Deferred Sale Price, Deferred Sale Price Instalments, Profit Amounts or profit or principal or other amount payable of any kind howsoever described payable by PNCI (in any capacity) or the Trustee (in any capacity) pursuant to the Transaction Documents and/or these Conditions, howsoever such amounts may be described or recharacterised by way of court or arbitral tribunal.

SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

The following is a summary of certain provisions of the principal Transaction Documents. Copies of the Transaction Documents will be available for inspection and/or collection at the specified office of the Principal Paying Agent (as defined in the Conditions). Words and expressions defined in the Conditions shall have the meanings in this summary.

The Master Declaration of Trust

The Master Declaration of Trust was entered into on 9 May 2025 between the Trustee, PNCI and the Delegate and is governed by English law. Pursuant to the Master Declaration of Trust, a Supplemental Declaration of Trust between the same parties will be entered into on the Issue Date of each Tranche of Trust Certificates and will also be governed by English law.

Upon issue of any Series of Trust Certificates, the Master Declaration of Trust and each relevant Supplemental Declaration of Trust shall together constitute the trust over the relevant Trust Assets declared by the Trustee in relation to such Series.

The Trust Assets in respect of each Series of Trust Certificates comprise, *inter alia*, the cash proceeds of the Trust Certificates, pending application thereof in accordance with the terms of the Transaction Documents, the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the Lease Asset(s), the rights, title, interests, benefits and entitlements, present and future, of the Trustee in, to and under the Transaction Documents (excluding: (i) any representations given by PNCI to the Trustee and the Delegate pursuant to the Transaction Documents; and (ii) the covenant given to the Trustee pursuant to clause 12.2 of the Master Declaration of Trust), all monies standing to the credit of the relevant Transaction Account from time to time.

Pursuant to the Master Declaration of Trust, the Trustee will agree to act for and on behalf of the Certificateholders and, *inter alia*, in relation to each Tranche of Trust Certificates:

- (a) hold the relevant Trust Assets on trust absolutely for the Certificateholders as tenants in common *pro rata* according to the face amount of the Trust Certificates held by each Certificateholder; and
- (b) act as trustee in respect of such Trust Assets, distribute the income from such Trust Assets and perform its duties in accordance with the provisions of the Master Declaration of Trust.

The Master Declaration of Trust will specify, *inter alia*, that in relation to each Series:

- (a) no recourse shall be had for the payment of any amount under the Master Declaration of Trust or under any relevant Contract (as defined in the Master Declaration of Trust), whether for the payment of any fee, indemnity or other amount under the Master Declaration of Trust or any other obligation or claim arising out of or based upon any such Contracts, against the Trustee (and/or its directors, officers, shareholders or administrators), the Delegate, any Agent or any of their respective agents or affiliates to the extent the Trust Assets have been exhausted following which all obligations of the Trustee, the Delegate, any Agents and their respective agents or affiliates shall be extinguished;
- (b) the Trustee may from time to time (but always subject to the provisions of the Master Declaration of Trust), without the consent of the Certificateholders, create and issue additional Trust Certificates having the same terms and conditions as the outstanding Trust Certificates of such Series (or terms and conditions that are the same in all respects save for the date and amount of the first payment of the Periodic Distribution Amount and the date from which Periodic Distribution Amounts start to accrue), and so that the same shall be consolidated and form a single series, with the outstanding Trust Certificates of such Series, and that any additional Trust Certificates which are to be created and issued so as to form a single series with the outstanding Trust Certificates of a particular Series which shall be constituted by a Supplemental Declaration of Trust in relation to which all applicable stamp duties or other documentation fees, duties or taxes have been paid and, if applicable, duly stamped and containing such other provisions as are necessary (including making such consequential modifications to the Master Declaration of Trust) in order to give effect to the issue of such additional Trust Certificates; and

- (c) on the date upon which any additional Trust Certificates are created and issued pursuant to the provisions pursuant to the provisions described in paragraph (b) above, a Supplemental Purchase Agreement will be entered into for the sale, transfer and conveyance of rights, title, interests, benefits and other entitlements in, to and under the relevant Additional Asset(s). The Trustee will execute a Declaration of Commingling of Assets for and on behalf of the holders of the existing Trust Certificates and the holders of such additional Trust Certificates so created and issued, declaring that the Additional Asset(s) (as set out in the relevant Declaration of Commingling of Assets) and the Lease Asset(s) in respect of the relevant Series as in existence immediately prior to the creation and issue of the additional Trust Certificates and the investments made pursuant to the Master Murabaha Agreement (and all rights arising under or with respect to such investments made pursuant to the Master Murabaha Agreement) in respect of the relevant Series are commingled and shall collectively comprise part of the Trust Assets for the benefit of the holders of the existing Trust Certificates and the holders of such additional Trust Certificates as tenants in common *pro rata* according to the face amount of Trust Certificates held by each Certificateholder, in accordance with the Master Declaration of Trust.

In the Master Declaration of Trust, the Trustee will irrevocably and unconditionally appoint the Delegate to, *inter alia*, exercise all the present and future powers, rights, authorities and discretions (including but not limited to the authority to request instructions from any Certificateholders and the power to sub-delegate and to make any determinations to be made under the Master Declaration of Trust) vested in the Trustee by the relevant provisions of the Master Declaration of Trust. The appointment of the Delegate by the Trustee is intended to be in the interests of the Certificateholders and, subject as provided in the Master Declaration of Trust, does not affect the Trustee's continuing role and obligations as trustee of the trusts created pursuant to the Master Declaration of Trust.

In the Master Declaration of Trust the Delegate will undertake that, *inter alia*, if it has received notice pursuant to the Master Declaration of Trust of the occurrence of a Dissolution Event in respect of any Trust Certificates and subject to Condition 15 (*Dissolution Events*): (i) it shall, as soon as reasonably practicable, notify the Certificateholders of the occurrence of such Dissolution Event in accordance with Condition 18 (*Notices*) with a request to such holders to indicate whether they wish the Trust Certificates to become immediately due and payable; and (ii) if so requested by Extraordinary Resolution or in writing by Certificateholders representing not less than 25 per cent. in aggregate face amount of the Trust Certificates for the time being outstanding (subject to being indemnified and/or secured and/or prefunded to its satisfaction), or if the Delegate decides in its discretion, it shall give notice to the Trustee, PNCI and the Certificateholders in accordance with Condition 18 (*Notices*) that the Trust Certificates are to be redeemed on the Dissolution Event Redemption Date specified in such notice at the Dissolution Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement.

A non-interest bearing Transaction Account in London will be established in the name of the Trustee in respect of each Series of Trust Certificates. Monies received in the Transaction Account in respect of each Series will, *inter alia*, comprise payments corresponding to Periodic Distribution Amounts and/or Dissolution Amounts immediately prior to each Periodic Distribution Date and/or any Dissolution Date, as the case may be. The Master Declaration of Trust provides that all moneys standing to the credit of the Transaction Account from time to time in respect of each Series will be applied in the manner set out in Condition 6.2 (*Application of Proceeds from The Trust Assets*).

In the Master Declaration of Trust, PNCI has undertaken that: (i) it shall irrevocably and unconditionally fully accept all or any ownership interest the Trustee may have in the Lease Assets, the Certificateholder Put Right Lease Assets, the Tangibility Event Certificateholder Put Right Lease Assets or the Change of Control Put Right Lease Assets, as the case may be and, accordingly, shall not dispute or challenge all or any ownership interest the Trustee may have in the Lease Assets, the Certificateholder Put Right Lease Assets, the Tangibility Event Certificateholder Put Right Lease Assets or the Change of Control Put Right Lease Assets as the case may be, in any way; (ii) if, at the time of delivery of the Exercise Notice in accordance with the provisions of the Purchase Undertaking, PNCI remains in actual or constructive possession, custody or control of all or any part of the Lease Assets, the Certificateholder Put Right Lease Assets, the Change of Control Put Right Lease Assets or the Tangibility Event Put Right Lease Assets (each as defined in the Purchase Undertaking), as the case may be; and (iii) if, following delivery of the Exercise Notice in accordance with the provisions of the Purchase Undertaking, the Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be, is not paid in accordance with the provisions of the Purchase Undertaking for any reason whatsoever, PNCI shall (as an independent, severable and

separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the Trust Certificates then outstanding or the Certificateholder Put Right Trust Certificates, the Change of Control Put Right Trust Certificates or the Tangibility Event Put Right Trust Certificates (each as defined in the Purchase Undertaking), as the case may be, and, accordingly, the amount payable under any such indemnity claim will equal the Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Put Right Exercise Price or Tangibility Event Certificateholder Put Right Exercise Price, as the case may be. Payment of an amount equal to the Exercise Price, Certificateholder Put Right Exercise Price, Tangibility Event Certificateholder Put Right Exercise Price or the Change of Control Exercise Price, as the case may be, into the Transaction Account in accordance with the Purchase Undertaking shall evidence the acceptance by PNCI of the Exercise Notice delivered in accordance with the provisions of the Purchase Undertaking and the conclusion of the transfer and conveyance of all of the Trustee's rights, title and interests in, to and under the relevant Lease Asset(s), the Certificateholder Put Right Lease Asset(s), the Tangibility Event Certificateholder Put Right Lease Asset(s) or the Change of Control Put Right Lease Asset(s), as the case may be, to PNCI, and shall constitute full discharge of the obligation of PNCI to pay the relevant Exercise Price, the Certificateholder Put Right Exercise Price, the Tangibility Event Certificateholder Put Right Exercise Price or Change of Control Exercise Price, as the case may be, to the Trustee (or for the benefit of the Certificateholders).

PNCI has further undertaken that, if the outstanding Deferred Sale Price is not paid on the relevant Dissolution Date in accordance with the provisions of the Master Murabaha Agreement for any reason whatsoever, PNCI shall (as an independent, severable and separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the Trust Certificates then outstanding and, accordingly, the amount payable under any such indemnity claim will equal the outstanding Deferred Sale Price.

In addition, if the Trustee fails to comply with any obligation to pay additional amounts pursuant to Condition 13 (*Taxation*), PNCI has undertaken that it will unconditionally and irrevocably (irrespective of the payment of any fee), as a continuing obligation, pay to or to the order of the Delegate (for the benefit of the Certificateholders) an amount equal to the liability of the Trustee in respect of any and all additional amounts required to be paid by the Trustee in respect of the Trust Certificates pursuant to Condition 13 (*Taxation*).

Master Purchase Agreement

The Master Purchase Agreement was entered into on 9 May 2025 between the Trustee (in its capacity as purchaser) and PNCI (in its capacity as obligor) and is governed by the laws of the Emirate of Dubai and, to the extent applicable in the Emirate of Dubai, the federal laws of the United Arab Emirates. A Supplemental Purchase Agreement between the Trustee, PNCI and, if applicable, any of PNCI's subsidiaries will be entered into on the Issue Date of the relevant Tranche of Trust Certificates (including any additional Tranche of Trust Certificates issued pursuant to Condition 22 (*Further Issues*) (an "**Additional Tranche**")) and will also be governed by the laws of the Emirate of Dubai and, to the extent applicable in the Emirate of Dubai, the federal laws of the United Arab Emirates.

Pursuant to the Master Purchase Agreement, PNCI (or any of its subsidiaries) may, from time to time, sell, transfer and convey to the Trustee (in its capacity as purchaser), and the Trustee (in its capacity as purchaser) may, from time to time, agree to purchase and accept the transfer and conveyance from ONCI (or the relevant subsidiary) of, all of PNCI's (or the relevant subsidiary's) rights, title, interests, benefits and entitlements in, to and under: (a) on the Issue Date of the first Tranche of a Series, the relevant Asset(s); and (b) on the Issue Date of any Additional Tranche, the "**Additional Asset(s)**", in each case pursuant to a Supplemental Purchase Agreement which will, among other things, specify the Asset(s) or Additional Asset(s), as the case may be, being sold and the purchase price to be paid for them.

Master Lease Agreement

The Master Lease Agreement was entered into on 9 May 2025 between the Trustee (in its capacity as lessor), PNCI (in its capacity as lessee) and the Delegate and is governed by the laws of the Emirate of Dubai and, to the extent applicable in the Emirate of Dubai, the federal laws of the United Arab Emirates. A Supplemental Lease Agreement between the same parties will be entered into on the Issue Date of the first Tranche of a Series and will also be governed by the laws of the Emirate of Dubai and, to the extent applicable in the Emirate of Dubai, the federal laws of the United Arab Emirates.

Pursuant to the Master Lease Agreement, the Trustee (in its capacity as lessor) may, from time to time, agree to lease to PNCI (in its capacity as lessee), and PNCI may, from time to time, agree to lease from the Trustee, certain Lease Asset(s) during renewable rental periods commencing on the Lease Commencement Date (which shall be the relevant Issue Date) and extending to the Scheduled Dissolution Date (unless the relevant Supplemental Lease Agreement is terminated earlier in accordance with its terms or extended in accordance with the Purchase Undertaking).

No later than 10.00 am London time two business days prior to the completion of each rental period the Trustee (in its capacity as lessor) (or its agent) shall send a rental notice to PNCI (in its capacity as lessee). Such rental notice shall be irrevocable and PNCI (in its capacity as lessee) agrees that, unless it rejects such notice prior to 10.00 a.m. (London time) on the business day immediately prior to the completion of such rental period (in which case it acknowledges that it will be in breach of its undertaking to irrevocably and unconditionally lease from the Trustee (in its capacity as lessor) for the lease term) it will be deemed to have accepted each such rental notice. Where there is any delay or failure by the Trustee (in its capacity as lessor) in delivering a rental notice, the Rental for the relevant rental period shall accrue at the same rate as the Rental for the immediately preceding rental period.

On each "**Additional Servicing Agency Expenses Request Date**" (being the date on which PNCI (in its capacity as servicing agent) submit to the Trustee (in its capacity as lessor) or its agent a request for the Trustee's (in its capacity as lessor) approval of PNCI (in its capacity as servicing agent) incurring or paying any proposed liability comprising an additional servicing agency expense prior to incurring or paying such proposed liability provided that any such submission in a rental period must be made by no later than four business days prior to the end of that rental period), the Trustee (in its capacity as lessor) shall notify PNCI (in its capacity as lessee) in writing that it is requested to pay to the Trustee (in its capacity as lessor) on the first business day of the first rental period commencing after the Additional Servicing Agency Expenses Request Date an amount of additional supplementary rental in respect of that rental period (as shall also be specified in the relevant rental notice) equal to the relevant additional servicing agency expenses proposed to be incurred in the rental period in which such Additional Servicing Agency Expenses Request Date falls. Such notice shall be irrevocable and PNCI (in its capacity as lessee) hereby agrees that, unless it rejects such notice within 1 business day of such Additional Servicing Agency Expenses Request Date (in which case it acknowledges that such rejection will constitute a PNCI Event), it will be deemed to have approved such notice as and when delivered and agreed to pay the requested amount of additional supplementary rental in accordance with such notice and the relevant rental notice.

PNCI (in its capacity as lessee) will agree to use the relevant Lease Asset(s) at its own risk. Accordingly, PNCI shall from the date of the relevant Supplemental Lease Agreement bear the entire risk of loss of or damage to the relevant Lease Asset(s) or any part thereof arising from the usage or operation thereof by it to the extent that such loss or damage has resulted from PNCI's gross negligence, wilful default, actual fraud, or breach of its obligations under the relevant Supplemental Lease Agreement. In addition, the Trustee (in its capacity as lessor) shall not be liable (and PNCI (in its capacity as lessee) will waive any claim or right, howsoever arising, to the contrary) for any indirect, consequential or other losses, howsoever arising, in connection with PNCI's use or operation of the relevant Lease Asset(s).

If a Total Loss Event occurs with respect to the Lease Asset(s), then, without prejudice to any right or remedy the Lessor may have under any Transaction Document or by law:

- (a) the Lease shall automatically terminate (provided that the Lease shall resume if the Lease Asset(s) have been replaced pursuant to the Servicing Agency Agreement by the 60th day following such Total Loss Event from and including the date on which the relevant amendment agreement substantially in form set out in the relevant Supplemental Lease Agreement (the "**Lease Asset(s) Amendment Agreement**") is entered into); and
- (b) further Rental payments shall cease to accrue under the relevant Supplemental Lease Agreement from the date of occurrence of the Total Loss Event (provided that Rental payments shall resume if the Lease Assets have been replaced pursuant to the Servicing Agency Agreement by the 60th day following such Total Loss Event from and including the date of such replacement);
- (c) the Lessee will pay, on the Payment Business Day immediately preceding the Rental Payment Date that would have occurred immediately after the date of such Total Loss Event but for the occurrence of that Total Loss Event, in accordance with the relevant Supplemental Lease Agreement, any Rental that has accrued up to (but excluding) the date of the Total Loss Event and

remains unpaid. The obligation of the Lessee to pay such Rental shall survive the termination of the relevant Supplemental Lease Agreement; and

- (d) the Lessee irrevocably undertakes to pay to the Lessor the Rental which would have accrued had such Total Loss Event not occurred on the original Rental Payment Dates for such Rental as a forward (or advance) rental payment during the period from the date of occurrence of the Total Loss Event to the earlier of the Replacement Date or the Total Loss Dissolution Date, as the case may be, on an on-account basis (each such forward (or advance) payment of Rental being an "**Advance Rental Payment**"). In the event that the Lease Asset(s) are replaced with Replacement Lease Asset(s) and the Lease recommences in accordance with paragraph (a) above, such Advance Rental Payment shall be adjusted against the first Rental payable in relation to the leasing of the Replacement Lease Asset(s). In the event that the Lease Asset(s) are not replaced with Replacement Lease Asset(s), the Lessor shall refund to the Lessee each such Advance Rental Payment which refund may be funded by the Lessor from the proceeds of Insurances procured by the Servicing Agent and/or from the Loss Shortfall Amount pursuant to the Servicing Agency Agreement.

If a Partial Loss Event shall occur with respect to any of the Lease Asset(s) and provided that:

- (a) the Lease Asset(s) have not been replaced pursuant to the Servicing Agency Agreement and a notice of termination of the Lease on the 61st day after the Partial Loss Event Date (a "**Partial Loss Termination Notice**") has been delivered by PNCI (in its capacity as lessee) to the Trustee (in its capacity as lessor) within a period of 30 days after the Partial Loss Event Date; or
- (b) such Lease Assets have not been replaced pursuant to the Servicing Agency Agreement and the Lessee has failed to give a Partial Loss Termination Notice within a period of 30 days after the relevant Partial Loss Event Date or otherwise expressly waived its right to give such notice,

then, without prejudice to any right or remedy that the Trustee (in its capacity as lessor) may have under any Transaction Document or by law, the Lease shall terminate on the 61st day after the Partial Loss Event Date (the "**Partial Loss Termination Date**") and further Rental shall cease to accrue from the Partial Loss Termination Date in accordance with the Supplemental Lease Agreement subject to PNCI's (in its capacity as lessee) right to any Rental Reimbursement Amount requested.

For the avoidance of doubt, if PNCI (in its capacity as lessee) does not issue a Partial Loss Event Termination Notice within 31 days after the Partial Loss Event Date, or it expressly waives such right, it shall not be entitled to exercise such right thereafter.

Provided that the requirements of the Supplemental Lease Agreement have been satisfied, by no later than the earlier of (a) the 31st day after the Partial Loss Event Date; and (b) the date on which the relevant Lease Asset(s) are replaced pursuant to the Servicing Agency Agreement (the "**Replacement Date**"), PNCI (in its capacity as lessee) may request a proportionate reduction in Rental by way of reimbursement of the Rental applicable solely to the period from and including the Partial Loss Event Date to but excluding the earlier of: (i) the relevant Replacement Date; and (ii) the 61st day after the Partial Loss Event Date to take into account the impairment suffered in relation to the Impaired Lease Asset(s) (the "**Rental Reimbursement Amount**"), provided that the Partial Loss Event relating to such Impaired Lease Asset(s) has not arisen as a result of PNCI's (in its capacity as lessee) negligence or misconduct (such request, being a "**Rental Reimbursement Request**"). If a Rental Reimbursement Request is made in accordance with this paragraph, the Trustee (in its capacity as lessor) shall procure the payment of the Rental Reimbursement Amount to the Lessee on the 61st day after the Partial Loss Event Date. The Lessor may procure the payment of the Rental Reimbursement Amount by PNCI (in its capacity as servicing agent) (on its behalf) to PNCI (in its capacity as lessee) from: (a) the proceeds of any Insurances (if any) paid in respect of the relevant Partial Loss Event in accordance with the Servicing Agency Agreement and/or (b) (to the extent the proceeds of such Insurances (if any) are insufficient) any Loss Shortfall Amount or Partial Loss Shortfall Amount paid in respect of the relevant Partial Loss Event in accordance with the Servicing Agency Agreement.

For the avoidance of doubt if, following a Partial Loss Event, the Lease is not terminated pursuant to the Supplemental Lease Agreement and whether or not a Rental Reimbursement Request is made, then the terms of the Lease, including the amount of Rental, shall continue on the same terms as which applied prior to the occurrence of the Partial Loss Event.

PNCI (in its capacity as lessee) has undertaken in the Master Lease Agreement, in relation to each Series, that it shall maintain actual or constructive possession, custody or control of all of the Lease Asset(s) from the date of the Master Lease Agreement until the satisfaction in full of all its obligations under the Transaction Documents to which it is a party in respect of each Series.

Under the Supplemental Lease Agreement, PNCI (in its capacity as lessee) will agree to be responsible, at its own cost and expense, for the performance of all ordinary maintenance and repair required for any relevant Lease Asset(s). The Trustee (in its capacity as lessor) shall be responsible for: (i) the performance of all major maintenance and structural repair; (ii) the payment of any proprietorship or other relevant taxes (excluding all taxes that are by law imposed, charged or levied against a lessee or a tenant); and (iii) insuring any relevant Lease Asset(s) in accordance with the Servicing Agency Agreement, and PNCI (in its capacity as lessee) will acknowledge that the Trustee (in its capacity as lessor) may procure that the Servicing Agent, in accordance with the terms and conditions set out in the Servicing Agency Agreement, shall perform, or shall procure the performance of, the major maintenance and structural repair, the payment of such taxes and the insurance of such relevant Lease Asset(s), on behalf of the Trustee (in its capacity as lessor).

All payments by PNCI (in its capacity as lessee) to the Trustee (in its capacity as lessor) under each Lease Agreement shall be made in the Specified Currency without set-off (except as provided in the Supplemental Lease Agreement) or counterclaim of any kind and free and clear of, and without any deduction or withholding for, any Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within any Relevant Jurisdiction or any authority therein or thereof having power to tax, unless the withholding or deduction is required by law. In that event, PNCI (in its capacity as lessee) will agree under the relevant Supplemental Lease Agreement to pay such additional amounts as will result in the receipt by or on behalf of the Trustee (in its capacity as lessor) of such amounts as would have been received by it had no such deduction or withholding had been required.

PNCI (in its capacity as lessee) will ensure that its payment obligations under each Supplemental Lease Agreement are and will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in the Condition 5.1 (*Negative Pledge*)) unsecured obligations of PNCI and (save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in the Condition 5.1 (*Negative Pledge*)) at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of PNCI from time to time outstanding.

Servicing Agency Agreement

The Servicing Agency Agreement was entered into on 9 May 2025 between the Trustee (in its capacity as lessor) and PNCI (in its capacity as servicing agent), and is governed by English law.

Pursuant to the Servicing Agency Agreement, PNCI (as servicing agent) will be responsible on behalf and on account of the Trustee (in its capacity as lessor) for the carrying out of all major maintenance and structural repair, the payment of proprietorship taxes (if any) charged, levied or claimed in respect of the Lease Asset(s) by any relevant taxing authority, for effecting all appropriate Insurances in respect of the Lease Asset(s) and the appointment of a *Shari'a* adviser.

The Servicing Agent irrevocably undertakes with the Trustee (in its capacity as lessor) that the Servicing Agent, on behalf and on account of the Trustee (in its capacity as lessor), will:

- (a) ensure that the Lease Asset(s) of the relevant Series are, so long as any Trust Certificates of that Series are outstanding, are at all times properly insured (the "**Insurances**") (through brokers and with reputable insurance companies in good financial standing) to the extent consistent with general industry practice by prudent owners of similar assets, and in addition against each Loss Event. The Servicing Agent undertakes to ensure that the insured amount relating to each Loss Event will, at all times, be at least equal to the Full Reinstatement Value;
- (b) promptly make a claim in respect of each loss relating to the Lease Asset(s) in accordance with the terms of the Insurances;
- (c) ensure that, in the event of a Loss Event occurring in respect of a Series, unless the relevant Lease Asset(s) that are the subject of such Loss Event are replaced pursuant to the Servicing Agency Agreement, all proceeds of the Insurances against such Loss Event are in an amount equal to the applicable Full Reinstatement Value and, subject to the provisions of the Servicing Agency Agreement, are paid in the Specified Currency directly into the Transaction Account by no later

than the 60th day after the occurrence of the Loss Event and that the insurers are directed accordingly; and

- (d) if within 60 days of the Issue Date of the first Tranche of each Series and for any reason the Servicing Agent is not in compliance with paragraph (a) above, immediately deliver written notice to the Trustee of such non-compliance and the details thereof.

The delivery of the notice referred to in paragraph (d) to the Trustee in relation to non-compliance with paragraph (a) above shall constitute a Dissolution Event.

If, a Loss Event has occurred in relation to a Series and if:

- (a) the notice referred to in paragraph (d) above has not been delivered by the Servicing Agent to the Trustee within 60 days of the Issue Date of the first Tranche of the relevant Series and prior to the occurrence of such Loss Event;
- (b) the Lease Asset(s) have not been replaced in accordance with the Servicing Agency Agreement; and
- (c) the amount (if any) paid into the Transaction Account pursuant to paragraph (c) above is less than the applicable Full Reinstatement Value (the difference between the applicable Full Reinstatement Value and the amount paid into the Transaction Account being the "**Loss Shortfall Amount**"),

then, subject to the terms of the Servicing Agency Agreement, the Servicing Agent undertakes to pay (in same day, freely transferable, cleared funds) the Loss Shortfall Amount directly to the Transaction Account by no later than close of business in London on the 61st day after the occurrence of the Loss Event. Subject to paying such Loss Shortfall Amount in accordance with this paragraph together with the proceeds of Insurance, there will be no further claim against the Servicing Agent for failing to comply with its insurance obligations in respect of the relevant Loss Event.

The Servicing Agency Agreement provides that if on the occurrence of a Loss Event (other than in respect of a Partial Loss Event where a Partial Loss Termination Notice has been delivered pursuant to the Lease Agreement) the Servicing Agent receives notice from PNCI that replacement real estate asset(s) located in Dubai (the "**Replacement Lease Asset(s)**") are available on or before the 60th day after the occurrence of the Loss Event, the Servicing Agent shall notify the Trustee of the same. Immediately following receipt of such notice, the Trustee may purchase such Replacement Lease Asset(s) from the relevant seller(s) by way of the payment by PNCI (in its capacity as servicing agent) on behalf of the Trustee of the proceeds of the Insurances (or the assignment of the rights to such proceeds) to or to the order of the relevant seller(s) and the transfer to the relevant seller(s) by the Trustee of any residual interest it may hold in the relevant impaired Lease Asset(s) (including any remaining rights in respect of any proceeds of the Insurances), in each case, on the terms and subject to the conditions of an agreement substantially in the form of a Supplemental Purchase Agreement in consideration for the sale, transfer and conveyance by the relevant seller(s) of the Replacement Lease Asset(s) to the Trustee.

"**Full Reinstatement Value**" shall be an amount in the Specified Currency equal to, in relation to each Series: (a) in the case of a Total Loss Event: (i) the aggregate face amount of the Trust Certificates of the relevant Series then outstanding for the relevant Series plus all accrued but unpaid Periodic Distribution Amounts relating to such Trust Certificates up to but excluding the date on which the Total Loss Event occurs; plus, (ii) an amount equal to the Periodic Distribution Amounts relating to such Trust Certificates, which would have accrued (had a Total Loss Event not occurred) during the period beginning on the date on which the Total Loss Event occurs and ending on, but excluding, the earlier of the applicable Dissolution Date or the 61st day after the occurrence of the Total Loss Event, plus; (iii) without duplication or double counting, an amount representing any outstanding amounts payable by the Trustee (in any capacity) under the Transaction Documents to which it is a party (including but not limited to an amount equal to any outstanding Additional Servicing Agency Expenses in respect of which the Lessee has agreed to make a corresponding payment of Additional Supplementary Rental but such payment has not been made in accordance with the Master Lease Agreement and the relevant Supplemental Lease Agreement) provided that, in the case of any amounts payable pursuant to Condition 6.2(a), PNCI has received notification from the Delegate, Agent and/or Appointee of such amounts by not later than the third Business Day prior to the 60th day after the occurrence of the Total Loss Event), less; (iv) if any, the aggregate amounts of each Deferred Sale Price then outstanding in respect of the relevant Series; (b) in the case of a Partial Loss Event, the aggregate of: (i) the aggregate Value of the Impaired Lease Asset(s), plus; (ii) an amount equal to any

Rental Reimbursement Amount payable to the Lessee in accordance with the Master Lease Agreement and the relevant Supplemental Lease Agreement in relation to such Partial Loss Event.

The "**Service Charge Amount**" payable to PNCI (in its capacity as servicing agent) shall be an amount equal to, in respect of a rental period, the aggregate of all payments and liabilities made or incurred by the Servicing Agent during such rental period in respect of the services provided under the Servicing Agency Agreement in relation to the relevant Lease Asset(s) as notified by the Servicing Agent to the Trustee (in its capacity as lessor) in accordance with the Servicing Agency Agreement, except for any payments or liabilities which comprise Additional Servicing Agency Expenses.

In relation to each Series, the Servicing Agent shall ensure that the Tangible Asset Ratio shall, at all times after the Issue Date of the first Tranche of such Series remain more than 50 per cent., and, in each case, the Servicing Agent shall be permitted to take any steps as may be required to maintain such Tangible Asset Ratio and, if, at any time, the Tangible Asset Ratio, other than as a result of the occurrence of a Loss Event, falls: (i) to 50 per cent. or less (but is 33 per cent. or more), the Servicing Agent shall take any and all steps (in consultation with the *Shari'a* Adviser) as may be required to ensure such Tangible Asset Ratio is restored to more than 50 per cent. within the time period determined by the *Shari'a* Adviser; and below (ii) 33 per cent. (such event being a "**Tangibility Event**") promptly upon the Servicing Agent becoming aware of the Tangibility Event occurring, the Servicing Agent shall send a Tangibility Event Trustee Notice notifying the Trustee of such occurrence and requesting the Trustee to promptly deliver a Tangibility Event Notice to the relevant Certificateholders in accordance with Condition 11.6.

In relation to each Series: (a) if, as a result of a Partial Loss Event, the ratio of: (i) the Value of the Lease Asset(s) of that Series (which for this purpose shall exclude any Impaired Lease Asset(s)); to (ii) the aggregate of the Value of the Lease Asset(s) of that Series and, if applicable for such Series, the aggregate amounts of Deferred Sale Price then outstanding applicable to such Series at such time falls below 33 per cent.; or (b) following the occurrence of a Total Loss Event, the Servicing Agent shall promptly upon becoming aware of any such occurrence, notify the Trustee, and upon such notification, the Trustee shall promptly deliver a notice to the relevant Certificateholders in accordance with Condition 18 (*Notices*) specifying: (i) the occurrence of such event; and (ii) that from the date of such notice, and until any further notice from the Trustee, in consultation with the *Shari'a* Adviser, stating otherwise, the Trust Certificates should be tradable only in accordance with the *Shari'a* principles of debt trading (such as the principle that debt is to be traded against tangible assets and/or eligible commodities on a spot settlement basis); and (iii) that, on the date of such notice an application will be made for the Trust Certificates of the relevant Series to be delisted from any stock exchange (if any) on which such Trust Certificates have been admitted to trading or if such date is not a business day, on the next following business day ("**business day**" being, for this purpose, a day on which the stock exchange on which the Trust Certificates are admitted to listing is open for business).

Following replacement of the relevant Impaired Lease Asset(s) or Lease Asset(s) (as the case may be) in accordance with the Servicing Agency Agreement, the Servicing Agent shall notify the Trustee of the same and the Trustee shall promptly, following receipt of such notice from the Servicing Agent and in consultation with the *Shari'a* Adviser, deliver a notice to the relevant Certificateholders in accordance with Condition 18 (*Notices*) that (1) from the date of that notice the Trust Certificates of the relevant Series may be traded at any price; and (2) the Trust Certificates of the relevant Series shall be re-listed, as soon as reasonably practicable, on the stock exchange (if any) on which such Trust Certificates had previously been admitted to listing.

The Servicing Agency Agreement provides that the Servicing Agent shall appoint from the Issue Date of the first Tranche of each Series, and maintain from such date the appointment of, the *Shari'a* Adviser to advise the Servicing Agent on any *Shari'a* related matters relating to the Transaction Documents and the Trust Certificates and to provide guidance to the Servicing Agent as to the compliance of the terms of the Transaction Documents and the Trust Certificates with the requirements from time to time of the *Shari'a* standards of the Accounting and Auditing Organisation for Islamic Financial Institutions, in each case, upon request in writing by the Servicing Agent from time to time.

The Servicing Agent shall not incur or pay any liability in any rental period in respect of the Services to be performed in relation to the relevant Lease Asset(s) which, individually or in the aggregate, would exceed an amount that is separately agreed between the Trustee (in its capacity as lessor) and the Servicing Agent in relation to each Series (the "**All Expense Reserve Amount**" of the relevant Series and the amount by which such liability exceeds the All Expenses Reserve Amount being the "**Additional Servicing Agency Expenses**") unless: (i) a request for such incurrence or payment of Additional Servicing Agency Expenses

has been made by the Servicing Agent to the Trustee (in its capacity as lessor) in accordance with the Servicing Agency Agreement; and (ii) following such request, the Trustee (in its capacity as lessor) confirms to the Servicing Agent that such incurrence or payment is approved. If, during any rental period, the Servicing Agent incurs or pays such liability without first satisfying the foregoing conditions in (i) and (ii) above, then it shall be deemed to have unconditionally agreed to satisfy, donate and pay all such liabilities from its own account and the Lessor shall have no responsibility whatsoever in connection with such liability.

The Servicing Agent shall submit to the Lessor or its agent the invoice or receipt for (or other evidence of payment or incurrence of) each liability comprising the Service Charge Amount, as soon as practicable after the payment or incurrence thereof. The Servicing Agent shall submit to the Lessor or its agent a request for the Lessor's approval of the Servicing Agent incurring or paying any proposed liability comprising an Additional Servicing Agency Expense prior to incurring or paying such proposed liability provided that any such submission in a rental period must be made by no later than four Business Days prior to the end of that rental period (the date of such notice being the "**Additional Servicing Agency Expenses Request Date**").

Subject to the terms of the relevant Master Lease Agreement and the relevant Supplemental Lease Agreement:

- (a) the Trustee (in its capacity as lessor) shall procure that an amount equal to the Service Charge Amount notified to it in accordance with the above paragraph is recorded in the Collection Account on the first business day of the first rental period commencing after the services invoice date; and
- (b) the Trustee (in its capacity as lessor) shall procure the reimbursement of the Servicing Agent for each Additional Servicing Agency Expense approved by recording such amount in the Collection Account on the first business day of the first rental period after the Additional Servicing Agency Expenses Request Date or, if the relevant Lease is terminated prior to such date, on the date of termination of such Lease.

An amount equal to an Additional Servicing Agency Expense shall not be reimbursed unless the Servicing Agent evidences the requirement for the payment or the incurrence of each liability comprising such Additional Servicing Agency Expense by delivering to the Trustee (in its capacity as lessor) quotations or other proper evidence of such requirement by no later than the Additional Servicing Agency Expenses Request Date.

The Servicing Agent shall ensure that its payment obligations under the Servicing Agency Agreement are and will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in Condition 5.1 (*Negative Pledge*)) unsecured obligations of the Servicing Agent and (save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in Condition 5.1 (*Negative Pledge*)) at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Servicing Agent from time to time outstanding.

Purchase Undertaking

The Purchase Undertaking was executed on 9 May 2025 by PNCI (in its capacity as obligor) as a deed in favour of the Trustee and the Delegate and is governed by English law.

In relation to each Series, provided that no Total Loss Event has occurred and is continuing in respect of the Lease Asset(s) of the relevant Series (or if a Total Loss Event has occurred, the Lease Asset(s) have been replaced pursuant to the Servicing Agency Agreement), PNCI (in its capacity as obligor) has irrevocably granted to the Trustee and the Delegate the right to require PNCI to purchase, and accept the transfer and conveyance of, all of the Trustee's rights, title, interests, benefits and entitlements, in, to and under the relevant Lease Asset(s) (or the applicable proportion thereof, as the case may be) upon the Trustee or the Delegate (on behalf of the Trustee) exercising its right thereunder and delivering an Exercise Notice to PNCI in accordance with the terms of the Purchase Undertaking, on the relevant Scheduled Dissolution Date or, if earlier, on the Dissolution Event Redemption Date, the Change of Control Put Right Date, the Certificateholder Put Right Date (if Certificateholder Put Right is specified as applicable in the applicable Pricing Supplement) or the Tangibility Event Put Right Date at the Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be.

The "**Exercise Price**", "**Certificateholder Put Right Exercise Price**", "**Change of Control Exercise Price**" or "**Tangibility Event Certificateholder Put Right Exercise Price**" (as the case may be) payable by PNCI (as obligor), in relation to each Series, shall be an amount in the Specified Currency equal to the aggregate of: (i) the aggregate face amount of the Trust Certificates then outstanding for the relevant Series or the Trust Certificates to be redeemed on the Certificateholder Put Right Date, the Change of Control Put Right Date or the Tangibility Event Put Right Date, as the case may be, for the relevant Series; plus (ii) all accrued but unpaid Periodic Distribution Amounts (if any) relating to such Trust Certificates; plus (iii) without duplication or double counting, if all of the Trust Certificates of the relevant Series are being redeemed in full, an amount representing any amounts payable by the Trustee (in any capacity) under the Transaction Documents to which it is a party (including, but not limited to, if all of the Trust Certificates of the relevant Series are being redeemed in full, an amount equal to any Additional Servicing Agency Expenses in respect of which an appropriate additional supplementary rental payment has not been made in accordance with the Master Lease Agreement and the relevant Supplemental Lease Agreement) **provided that**, in the case of any amounts payable pursuant to Condition 6.2(a) (*Application of Proceeds from the Trust Assets*), PNCI has received a notification from the Delegate of such amounts by not later than the third business day prior to the date on which the Exercise Notice is delivered; plus (iv) without duplication or double counting any other amounts payable on redemption of the Trust Certificates or the Trust Certificates to be redeemed on the Certificateholder Put Right Date, the Change of Control Put Right Date or the Tangibility Event Put Right Date, as the case may be, as specified in the applicable Pricing Supplement less, the aggregate amounts of Deferred Sale Price (or the applicable proportion thereof, as the case may be) then outstanding, if any, in respect of the relevant Series.

PNCI (in its capacity as obligor) has undertaken in the Purchase Undertaking that, in relation to any Series, it shall irrevocably and unconditionally fully accept such ownership interest the Trustee may have in the Lease Asset(s), the Certificateholder Put Right Lease Asset(s), the Change of Control Put Right Lease Asset(s) or the Tangibility Event Put Right Lease Asset(s). PNCI (in its capacity as obligor) has further undertaken in the Purchase Undertaking that if, at the time of delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, PNCI remains in actual or constructive possession, custody or control of all or any part of the Lease Asset(s), the Certificateholder Put Right Lease Asset(s), the Change of Control Put Right Lease Asset(s) or the Tangibility Event Put Right Lease Asset(s), as the case may be, and if, following delivery of the exercise notice in accordance with the provision of the Purchase Undertaking, the relevant Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be, is not paid in accordance with the provisions of the Purchase Undertaking for any reason whatsoever, the Obligor shall (as an independent, severable and separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the Trust Certificates then outstanding or the Certificateholder Put Right Trust Certificates, the Change of Control Put Right Trust Certificates or the Tangibility Event Put Right Trust Certificates, as the case may be, and, accordingly, the amount payable under any such indemnity claim will equal the Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be. Payment of an amount equal to the relevant Exercise Price, the Certificateholder Put Right Exercise Price, Change of Control Exercise Price or Tangibility Event Certificateholder Put Right Exercise Price, as the case may be into the Transaction Account in accordance with the Purchase Undertaking shall evidence the acceptance and conclusion of the purchase, transfer and conveyance of all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the Lease Asset(s), the Certificateholder Put Right Lease Asset(s) or the Change of Control Put Right Lease Asset(s) or the Tangibility Event Certificateholder Put Right Lease Asset(s), as the case may be, to the Obligor and constitute full discharge of the obligation of PNCI (in its capacity as obligor) to pay the relevant Exercise Price, Certificateholder Put Right Exercise Price, Change of Control Exercise Price or Tangibility Event Certificateholder Put Right Exercise Price, as the case may be, to the Trustee (or for the benefit of the Certificateholders).

PNCI (in its capacity as obligor) will also agree in the Purchase Undertaking that all payments by it under the Purchase Undertaking will be made in the Specified Currency without set-off (except as provided below) or counterclaim of any kind and, free and clear of, any deduction or withholding for Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within any Relevant Jurisdiction or any authority therein or thereof having power to tax, unless required by law. In that event, PNCI (as obligor) shall pay such additional amounts as will result in the receipt by the Trustee of such amounts as would have been received by it had no withholding or deduction had been required.

The amount equal to the outstanding Additional Servicing Agency Expenses to be paid by PNCI as part of the Exercise Price, Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be, payable pursuant to the Purchase Undertaking in respect of which PNCI (in its capacity as lessee) has agreed to make a corresponding payment of additional supplementary rental but such payment has not been made in accordance with the Master Lease Agreement and the relevant Supplemental Lease Agreement, and any outstanding Additional Servicing Agency Expenses to be paid by the Trustee (in its capacity as lessor) pursuant to the Servicing Agency Agreement, shall be set off against one another and the obligation to pay that part of the Exercise Price, the Certificateholder Put Right Exercise Price, the Change of Control Exercise Price or the Tangibility Event Certificateholder Put Right Exercise Price, as the case may be pursuant to the exercise of the Purchase Undertaking, shall be discharged by such set-off.

PNCI (in its capacity as obligor) will ensure that its payment obligations under the Purchase Undertaking are and will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in Condition 5.1 (*Negative Pledge*)) unsecured obligations of PNCI and (save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in Condition 5.1 (*Negative Pledge*)) at all times rank at least *pari passu*, with all other present and future unsecured and unsubordinated obligations of PNCI, from time to time outstanding.

PNCI has agreed that a PNCI Event shall constitute a Dissolution Event for the purposes of the Conditions.

Sale and Substitution Undertaking

The Sale and Substitution Undertaking was executed on 9 May 2025 by the Trustee as a deed in favour of PNCI and is governed by English law.

In relation to each Series, provided that (1) no Total Loss Event has occurred and is continuing in respect of the Lease Asset(s) of the relevant Series (or if a Total Loss Event has occurred, the Lease Assets have been replaced pursuant to the Servicing Agency Agreement) and (2) if the Optional Dissolution Call Right is specified in the applicable Pricing Supplement as being applicable the right granted by the Trustee to PNCI on an Optional Dissolution Date shall not be exercisable until the date falling six months from the Issue Date of the first Tranche of such series unless otherwise approved in writing by the Shari'a Adviser, the Trustee has irrevocably granted to PNCI the right to require the Trustee to sell, transfer and/or convey all of its rights, title, interests, benefits and other entitlements, in, to and under the relevant Lease Asset(s) to PNCI upon PNCI exercising its right thereunder and delivering an Exercise Notice to the Trustee in accordance with the terms of the Sale and Substitution Undertaking, on the Tax Dissolution Date, Optional Dissolution Date or Clean Up Call Right Dissolution Date (as the case may be) at the Exercise Price.

An amount equal to any outstanding Additional Servicing Agency Expenses to be paid by PNCI as part of any Exercise Price, in respect of which the Trustee (in its capacity as lessor) has agreed to make a corresponding payment of additional supplementary rental but such payment has not been made in accordance with the Master Lease Agreement and the Supplemental Lease Agreement and any outstanding Additional Servicing Agency Expenses to be paid by the Trustee (in its capacity as lessor) pursuant to the Servicing Agency Agreement, shall be set off against one another, and the obligation to pay that part of the Exercise Price shall be discharged by such set-off.

In addition, under the terms of the Sale and Substitution Undertaking, if at any time PNCI wishes to cancel any Trust Certificates purchased pursuant to Condition 12.1 (*Purchases*), PNCI may, by exercising its right under the Sale and Substitution Undertaking and by delivering a Cancellation Notice to the Trustee in accordance with the terms of the Sale and Substitution Undertaking, oblige the Trustee to transfer all of its rights, title, interests, benefits and other entitlements, in, to and under the Cancelled Lease Asset(s) to PNCI in consideration for which the Trust Certificates purchased shall be cancelled subject to certain conditions set out in the Sale and Substitution Undertaking. Following such transfer, the Trustee shall forthwith surrender to the Registrar the relevant Trust Certificates identified for cancellation in the Cancellation Notice on the Cancellation Date.

Furthermore, pursuant to the terms of the Sale and Substitution Undertaking, the Trustee has granted to PNCI the right to require the Trustee to sell all of its rights, title, interests, benefits and other entitlements, in, to and under the Substituted Lease Asset(s) to it in exchange for the sale to the Trustee of New Lease Asset(s) subject to certain conditions set out in the Sale and Substitution Undertaking.

Master Murabaha Agreement

The Master Murabaha Agreement was entered into on 9 May 2025 between PNCI (in its capacity as buyer, the "**Buyer**"), the Trustee (in its capacity as seller, the "**Seller**") and the Delegate and is governed by English law.

Pursuant to the Master Murabaha Agreement, the Seller may, on receipt of a duly completed purchase order from the Buyer in accordance with the terms of the Master Murabaha Agreement, purchase certain Shari'ah-compliant commodities on the Issue Date of the relevant Tranche. Following the purchase of the commodities by the Seller, and **provided that** the Seller has acquired title to, and actual or constructive possession thereof, the Seller may deliver to the Buyer by no later than the Issue Date a letter of offer and acceptance indicating the Seller's acceptance of the terms of the relevant purchase order made by the Buyer and detailing the terms of the offer for the sale of the commodities to the Buyer from the Seller on the Issue Date.

Provided that the Buyer has received a duly completed letter of offer and acceptance and wishes to enter into a Murabaha Contract, the Buyer may accept the terms of, countersign and deliver to the Seller such letter of offer and acceptance in accordance with the Master Murabaha Agreement and purchase from the Seller the commodities acquired by the Seller for the Deferred Sale Price in accordance with the terms of the Master Murabaha Agreement on the relevant Issue Date.

As soon as the Buyer has countersigned the letter of offer and acceptance, a murabaha contract shall be created between the Seller and the Buyer upon the terms of the letter of offer and acceptance and incorporating the terms and conditions set out in the Master Murabaha Agreement, the Seller shall sell and the Buyer shall purchase the relevant commodities on the terms set out in that letter of offer and acceptance and ownership (including, without limitation, the right of ownership from a *Shari'a* perspective) of and, upon the Buyer obtaining actual or constructive possession of the relevant commodities, all risks in and to the relevant commodities shall immediately pass to and be vested in the Buyer, together with all rights and obligations relating thereto.

The Buyer has also agreed in the Master Murabaha Agreement that all payments by it under the Master Murabaha Agreement will be made in the Specified Currency without set-off or counterclaim of any kind and, free and clear of, any deduction or withholding for Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within any Relevant Jurisdiction or any authority therein or thereof having power to tax, unless required by law. In that event, the Buyer shall pay such additional amounts as will result in the receipt by or on behalf of the Seller of such amounts as would have been received by it had no withholding or deduction had been made.

The Buyer will ensure that its payment obligations under the Master Murabaha Agreement are and will be direct, unconditional, unsubordinated and (subject to the negative pledge provisions described in Condition 5.1 (*Negative Pledge*)) unsecured obligations of the Buyer and (save for such exceptions as may be provided by applicable legislation and subject to the negative pledge provisions described in Condition 5.1 (*Negative Pledge*)) at all times rank at least *pari passu*, with all other present and future unsecured and unsubordinated obligations of the Buyer, from time to time outstanding.

Shari'a Compliance

Each Transaction Document to which it is a party will provide that each of Sobha Sukuk I Holding Limited and PNC Investments LLC agrees that it has accepted the *Shari'a* compliant nature of the Transaction Documents to which it is a party and, to the extent permitted by law, further agrees that:

- (a) it shall not claim that any of its obligations under the Transaction Documents to which it is a party (or any provision thereof) is *ultra vires*, or not compliant with the principles of *Shari'a*;
- (b) it shall not take any steps or bring any proceedings in any forum to challenge the *Shari'a* compliance of the Transaction Documents to which it is a party; and
- (c) none of its obligations under the Transaction Documents to which it is a party shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgment of any court, tribunal or other body that the Transaction Documents to which it is a party are not compliant with the principles of *Shari'a*.

TAXATION

The following is a general description of certain UAE tax considerations relating to the Trust Certificates. It does not purport to be a complete analysis of all tax considerations relating to the Trust Certificates, whether in that jurisdiction or elsewhere. Prospective purchasers of Trust Certificates should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Trust Certificates and receiving payments under the Trust Certificates and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Offering Circular and is subject to any change in law that may take effect after such date.

Dubai International Financial Centre

Pursuant to Article 14 of Law No. (9) of 2004 in respect of the Dubai International Financial Centre (the "DIFC Law"), entities licensed, registered or otherwise authorized to carry on financial services in the DIFC and their employees shall be subject to a zero rate of tax for a period of 50 years from 13 September 2004. This zero rate of tax applies to income, corporation and capital gains tax. In addition, this zero rate of tax will also extend to repatriation of capital and to transfers of assets or profits or salaries to any party outside the DIFC. Article 14 of the DIFC Law also provides that it is possible to renew the 50-year period to a similar period upon issuance of a resolution by the Ruler of the Emirate of Dubai. As a result, no payments by the Trustee under the Certificates are subject to any DIFC tax, whether by withholding or otherwise.

United Arab Emirates

The following summary of the anticipated tax treatment in the UAE in relation to payments on the Trust Certificates is based on the taxation law and practice in force at the date of this Base Offering Circular and does not constitute legal or tax advice and prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change. Prospective investors should consult their own professional advisers on the implications of subscribing for, buying, holding, selling, redeeming or disposing of Trust Certificates and the receipt of any payments with respect to such Trust Certificates under the laws of the jurisdictions in which they may be liable to taxation.

Under current legislation, there is no requirement for withholding or deduction for or on account of UAE or Dubai taxation in respect of payments on debt securities (including in relation to the Trust Certificates). In the event of the imposition of any withholding in the future, the Trustee has undertaken to gross-up any payments subject to certain limited exceptions, as described in Condition 13 (*Taxation*).

The Proposed Financial Transactions Tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since ceased to participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Trust Certificates (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Trust Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "**established**" in a participating Member State in a broad range of circumstances, including: (a) by transacting with a person established in a participating Member State; or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Trust Certificates are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **"foreign financial institution"** may be required to withhold on certain payments it makes (**"foreign passthru payments"**) to persons that fail to meet certain certification, reporting, or related requirements. The Trustee may be classified as a foreign financial institution for these purposes. A number of jurisdictions (including the UAE and the DIFC) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**"IGAs"**) with the United States to implement FATCA, which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Trust Certificates, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Trust Certificates, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Trust Certificates, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Trust Certificates issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. Prospective holders of the Trust Certificates should consult their own tax advisers regarding how these rules may apply to their investment in the Trust Certificates.

SUBSCRIPTION AND SALE

Words and expressions defined in the Conditions shall have the same meanings in this section, "Subscription and Sale".

The Dealers have, in a dealer agreement (such dealer agreement as modified and/or supplemented and/or restated from time to time, the "**Dealer Agreement**") dated 9 May 2025, agreed with the Trustee and PNCI a basis upon which they or any of them may from time to time agree to purchase Trust Certificates. In the Dealer Agreement, each of the Trustee and PNCI has agreed to reimburse the Dealers for certain of their expenses in connection with the issue of Trust Certificates under the Programme.

United States

The Trust Certificates have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Dealer Agreement, it will not offer or sell any Series of Trust Certificates: (i) as part of their distribution at any time; or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date of such Series, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Trust Certificates during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Series of Trust Certificates within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Trust Certificates are being offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S. In addition, until 40 days after the commencement of the offering of a Series of Trust Certificates, an offer or sale of such Series of Trust Certificates within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Trust Certificates which are the subject of the offering contemplated by this Base Offering Circular as completed by the applicable Pricing Supplement in relation thereto to the public in the UK except that it may make an offer of such Trust Certificates to the public in the UK:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Trustee for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Trust Certificates referred to in (a) to (c) above shall require the Trustee, PNCI or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "**an offer of Trust Certificates to the public**" in relation to any Trust Certificates means the communication in any form and by any means of sufficient information on the terms of the offer and the Trust Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Trust Certificates and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

Other UK Regulatory Restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Trust Certificates which have a maturity of less than one year: (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (ii) it has not offered or sold and will not offer or sell any Trust Certificates other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Trust Certificates would otherwise constitute a contravention of Section 19 of the FSMA by the Trustee;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Trust Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Trustee or PNCI; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Trust Certificates in, from or otherwise involving the United Kingdom.

European Economic Area

In relation to each Member State of the EEA (each a "**Member State**"), each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not made and will not make an offer of Trust Certificates which are the subject of the offering contemplated by this Base Offering Circular as completed by the Pricing Supplement in relation thereto to the public in that Member State, except that it may, make an offer of such Trust Certificates to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;
- (b) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Trustee and PNCI for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Trust Certificates referred to above shall require the Trustee, PNCI or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "offer of Trust Certificates to the public" in relation to any Trust Certificates in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Trust Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Trust Certificates and the expression "**EU Prospectus Regulation**" for the purposes of this paragraph means Regulation (EU) 2017/1129.

Kingdom of Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Trust Certificates: except on a private placement basis, to persons in the Kingdom of Bahrain who are "**accredited investors**".

For this purpose, an "**accredited investor**" means:

- (a) an individual who has a minimum net worth (either singly or jointly with their spouse) of U.S.\$1,000,000 (excluding that person's principal place of residence);

- (b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000;
- (c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund); or
- (d) any other entity which is an "accredited investor" as defined in the Central Bank of Bahrain Rulebook.

Sultanate of Oman

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) this Base Offering Circular has not been filed with or registered as a prospectus with the Capital Market Authority of Oman pursuant to Article 3 of the Capital Market Authority Law (SD 80/98, as amended) (Article 3), will not be offered or sold as an offer of securities in Oman as contemplated by the Commercial Companies Law of Oman (SD 18/19, as amended) or Article 3, nor does it constitute a sukuk offering pursuant to the Sukuk Regulation issued by the Capital Market Authority of Oman (CMA Decision 3/2016); and
- (b) the Trust Certificates have not been and will not be offered, sold or delivered, and no invitation to subscribe for or to purchase the Trust Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Oman to any person in Oman other than by an entity duly licensed by the Capital Market Authority of Oman to market non-Omani securities in Oman and then only in accordance with all applicable laws and regulations, including Article 139 of the Executive Regulations of the Capital Markets Law (Decision No. 1/2009, as amended).

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Trust Certificates. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Trust Certificates pursuant to an offering should note that the offer of Trust Certificates is a private placement under the "Rules on the Offer of Securities and Continuing Obligations" as issued by the Board of the Capital Market Authority resolution number 3-123-2017 dated 27 December 2017, as amended from time to time (the "**KSA Regulations**"), made through a capital market institution licensed to carry out arranging activities by the Capital Market Authority in each case in accordance with the KSA Regulations.

The Trust Certificates may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "institutional and qualified clients" under Article 8(a)(1) of the KSA Regulations or by way of a limited offer under Article 9 of the KSA Regulations or, as otherwise required or permitted by, the KSA Regulations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Trust Certificates made by it to a Saudi Investor will be made in compliance with Article 10 and either Article 8(a)(1) or Article 9 of the KSA Regulations.

Each offer of Trust Certificates shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 14 of the KSA Regulations.

State of Qatar (including the Qatar Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, delivered or sold, and will not offer, sell or deliver at any time, directly or indirectly, any Trust Certificates in the State of Qatar (including the Qatar Financial Centre), except: (i) in compliance with all applicable laws and regulations of the State of Qatar (including the Qatar Financial Centre); and (ii) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar (including the Qatar Financial Centre).

Each Dealer acknowledges that this Base Offering Circular: (i) has not been filed with, reviewed or approved by the Qatar Financial Markets Authority, the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority or any other relevant Qatar governmental body or securities exchange; (ii) is intended for the original recipient only and must not be provided to any other person; and (iii) is not for general circulation in the State of Qatar (including the Qatar Financial Centre) and may not be reproduced or used for any other purpose.

UAE (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Trust Certificates to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre) other than in compliance with any laws applicable in the UAE (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre) governing the issue, offering or sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Trust Certificates to be issued under the Programme to any person in the DIFC unless such offer is:

- (a) an "**Exempt Offer**" in accordance with the Markets Rules (MKT) Module of the DFSA Rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module of the DFSA Rulebook.

Abu Dhabi Global Market

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Trust Certificates to any person in the Abu Dhabi Global Market unless such offer is:

- (a) an "**Exempt Offer**" in accordance with the Markets Rules of the Financial Services Regulatory Authority (the "**FSRA**") Rules; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.4.1 of the Conduct of Business Rulebook of the FSRA Rules.

State of Kuwait

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Trust Certificates to be issued have not been and will not be offered, sold, promoted or advertised by it in the State of Kuwait other than in compliance with Decree Law No. 31 of 1990 and the implementing regulations thereto, as amended, and Law No. 7 of 2010 and the bylaws thereto, as amended governing the issue, offering and sale of securities.

No private or public offering of the Trust Certificates is being made in the State of Kuwait, and no agreement relating to the sale of the Trust Certificates will be concluded in the State of Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the Trust Certificates in the State of Kuwait.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Trust Certificates other than: (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the

"C(WUMPO)" or which do not constitute an offer to the public within the meaning of the C(WUMPO); and

- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Trust Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Trust Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Trust Certificates or caused such Trust Certificates to be made the subject of an invitation for subscription or purchase and will not offer or sell any Trust Certificates or cause the Trust Certificates to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Trust Certificates, whether directly or indirectly, to any person in Singapore other than: (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA); or (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

Malaysia

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) this Base Offering Circular has not been registered as a prospectus with the Securities Commission of Malaysia (the "SC") under the Capital Markets and Services Act 2007 of Malaysia (the "CSMA"); and
- (b) accordingly, the Trust Certificates have not been and will not be offered or sold, and no invitation to subscribe for or purchase the Trust Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within any one of the categories of persons specified under Part 1 of Schedule 6 (or Section 229(1)(b)) and Part 1 of Schedule 7 (or Section 230(1)(b)) and Schedule 8 or (Section 257(3)), read together with Schedule 9 (or Section 257(3)) of the CSMA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the SC and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals, including approval from the Central Bank of Malaysia to purchase the Trust Certificates. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Dealers shall be responsible for any invitation, offer, sale or purchase of Trust Certificates as aforesaid without the necessary approvals being in place.

General

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws, regulations and directives in force in any jurisdiction in which it purchases, offers, sells or delivers Trust Certificates or possesses or distributes this Base Offering Circular, any other offering material or any Pricing Supplement and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Trust Certificates under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Trustee, PNCI and any other Dealer shall have any responsibility therefor.

None of the Trustee, PNCI or any of the Dealers represents that Trust Certificates may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale. With regard to each Tranche, the Relevant Dealer(s) will be required to comply with any additional restrictions agreed between the Trustee, PNCI and the Relevant Dealer(s) and set out in the relevant subscription agreement. Persons into whose possession this Base Offering Circular or any Trust Certificates may come must inform themselves about, and observe, any applicable restrictions on the distribution of this Base Offering Circular and the offering and sale of any Trust Certificates.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the entry by the Trustee into the transaction contemplated by the Transaction Documents and the execution thereof has been duly authorised by a resolution of the Board of Directors of the Trustee dated 28 April 2025. The entry by PNCI into the Transaction Documents to which it is a party has been duly authorised by a resolution of the board of directors of PNCI dated 20 April 2025.

The Trustee and PNCI have each obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme and will obtain all necessary consents, approvals and authorisations in connection with the issue of any Trust Certificates thereunder and the execution and performance of the Transaction Documents to which they are a party.

Listing of Trust Certificates

Application has been made to the London Stock Exchange for Trust Certificates issued under the Programme during the 12 months from the date of this Base Offering Circular to be admitted to trading on the ISM. The ISM is not a regulated market for the purposes of EU MiFID or UK MiFIR. The ISM is a market designated for professional investors. The Trust Certificates admitted to trading on the ISM are not admitted to the Official List of the UK Financial Conduct Authority. The London Stock Exchange has not approved or verified the contents of this Base Offering Circular.

Application has also been made to the DFSA for the Trust Certificates issued under the Programme to be admitted to the DFSA Official List and to be admitted to trading on Nasdaq Dubai.

The Programme provides that Trust Certificates may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Trustee, PNCI and the relevant Dealer(s). Unlisted Trust Certificates may also be issued pursuant to the Programme.

Auditors

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee has no subsidiaries. The Trustee is not required by DIFC, and does not intend, to publish audited financial statements or appoint any auditors.

The current auditors of PNCI are Grant Thornton Audit and Accounting Limited (Dubai Branch) (authorised and regulated under the Register of Practising Accountants at the UAE Ministry of Economy and Planning as required by UAE Federal Law No. 22 of 1995).

The *2024 Financial Statements and the 2023 Financial Statements* have been reviewed, without qualification, in accordance with International Standard on Review Engagements 2410 (ISRE) "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" by Grant Thornton, as stated in their review report set out herein. For the avoidance of doubt, the comparative financial information as at and for the *twelve* months ended 31 *December 2023* included in the *2023* Financial Statements has not been audited or reviewed by Grant Thornton or any other external independent auditor and has been derived from the Group's internal management accounts. The Financial Statements have been audited in accordance with International Standards on Auditing by Grant Thornton, who have issued unqualified reports on the Financial Statements, as stated in their audit reports set out herein.

No Significant Change

There has been no significant change in the financial performance or financial position of the Trustee and no material adverse change in the prospects of the Trustee, in each case, since the date of its incorporation.

There has been no significant change in the financial performance or financial position of PNCI and its subsidiaries, taken as a whole, since 31 December 2024 and there has been no material adverse change in the prospects of PNCI and its subsidiaries, taken as a whole, since 31 December 2024.

Litigation

The Trustee is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Trustee is aware) since the

date of its incorporation which may have or have in such period had a significant effect on the financial position or profitability of the Trustee.

PNCI is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which PNCI is aware) in the 12 months preceding the date of this Base Offering Circular which may have or have in such period had a significant effect on the financial position or profitability of PNCI.

Language of this Base Offering Circular

The language of this Base Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Documents Available

For the period of 12 months following the date of this Base Offering Circular, copies (and English translations where the documents in question are not in English) of the following documents will be available during normal business hours on any day (excluding Saturdays, Sundays and public holidays), for inspection from the registered office of PNCI and from the specified office of the Principal Paying Agent:

- (a) the Master Declaration of Trust and each relevant Supplemental Declaration of Trust in relation to Trust Certificates which are listed on the ISM;
- (b) the Memorandum and Articles of Association of the Trustee;
- (c) the constitutional documents of PNCI; and
- (d) this Base Offering Circular.

The applicable Pricing Supplement for Trust Certificates that are listed on the DFSA Official List and admitted to trading on Nasdaq Dubai will be published on the website of Nasdaq Dubai at <http://www.nasdaqdubai.com>.

Clearing Systems

The Trust Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate common code, International Securities Identification Number (ISIN), Financial Instrument Short Name (FISN) and/or Classification of Financial Instruments (CFI) code (as applicable) for each Tranche of Trust Certificates may be specified in the applicable Pricing Supplement. If the Trust Certificates are to clear through an additional or alternative clearing system, the appropriate information may be specified in the applicable Pricing Supplement. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Trustee's Legal Entity Identifier

The Trustee's Legal Entity Identifier ("LEI") code is 254900VZENPT8NAXW686.

Third-Party Information

Where information in this Base Offering Circular has been sourced from third parties, this information has been accurately reproduced and, as far as the Trustee or PNCI is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

Arrangers and Dealers not acting for any prospective or actual holders of Trust Certificates

None of the Arrangers or the Dealers is acting for any actual or prospective holders of Trust Certificates, and are neither advising nor treating as a client any other person and will not be responsible to any actual or prospective holders of Trust Certificates and will not be responsible to anyone other than the Trustee for providing the protections afforded to its clients nor for providing the services in relation to the offering

described in this Base Offering Circular and/or the applicable Pricing Supplement or any transaction or arrangement referred to herein or therein. None of the Dealers, the Arrangers nor any of their respective affiliates has authorised the content of, or any part of, this Base Offering Circular and/or the applicable Pricing Supplement.

Dealers transacting with PNCI

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in various financial advisory, investment banking and/or commercial banking transactions with, and may perform services for PNCI in the ordinary course of business for which they have received, and for which they may in the future receive, fees and expenses. In particular, certain of the Dealers are financiers to PNCI and proceeds from the issue of the Trust Certificates may be used to pay such outstanding financings. In connection with any offering under the Programme the Dealers may purchase and sell Trust Certificates in the open market.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade securities (or related derivative securities) and financial instruments (including bank financings) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of PNCI. Certain of the Dealers or their affiliates that have a financing relationship with PNCI routinely hedge their credit exposure to PNCI consistent with their customary risk management policies.

Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which may consist of either the purchase of hedging arrangements or the creation of trading positions in securities, including potentially the Trust Certificates. Any such arrangements or trading positions could adversely affect future trading prices of the Trust Certificates issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, trading positions in such securities and instruments.

Obligor's Website

PNCI's website is www.sobharealty.com. The information contained on this website is not incorporated by reference into, or otherwise included in, this Base Offering Circular.

Shari'a Boards

Global Shariah Supervisory Committee of Standard Chartered Bank

- ***Dr. Aznan Hasan***

Dr. Aznan Hasan is an Associate Professor in Islamic Law at Ahmad Ibrahim Kulliyah of Laws, International Islamic University Malaysia. He has been teaching Islamic law at the University since 2003. He is also President of the Association of Shariah Advisors in Islamic Finance and has been Deputy Chairman of Shariah Advisory Council, Securities Commission of Malaysia since July 2010. He was a member of the Shariah Advisory Council, Bank Negara Malaysia (November 2006-August 2008, November 2010-October 2013). He is also the Chairman of the Shariah Supervisory Board, Shariah Advisory Committee, Barclays DIFC (April 2011-present). He is *Shari'a* adviser to Maybank Islamic in Malaysia and has been advising ABSA Islamic Banking, South Africa since July 2010.

- ***Sheikh Nizam Yaquby***

Sheikh Nizam Yaquby studied traditional Islamic studies under the guidance of eminent Islamic scholars from different parts of the world. He has a BA in Economics and Comparative Religions and MSc in Finance from the McGill University, Canada. He is a PhD candidate in Islamic law from the University of Wales. In addition to advising various Islamic finance institutions and funds, Sheikh Nizam Yaquby is a member of the Islamic Fiqh Academy and AAOIFI. Since 1976, Sheikh Nizam Yaquby has taught Tafsir, Hadith and Fiqh in Bahrain and is a Shari'a adviser to several international and local financial institutions worldwide. He has also published several articles and books on various Islamic subjects including on banking and finance.

- ***Professor Dr. Mohamed Ali Elgari***

Dr. Elgari is a Professor of Islamic Economics and the former Director of the Centre for Research in Islamic Economics at King Abdul Aziz University in the Kingdom of Saudi Arabia. Dr. Elgari is the recipient of the Islamic Development Bank Prize in Islamic Banking and Finance and holds the KLIFF Islamic Finance Award for Most Outstanding Contribution to Islamic Finance (Individual).

He is a member on the editorial board of several academic publications in the field of Islamic Finance and Jurisprudence, among them the Journal of the Jurisprudence Academy (IWL), Journal of Islamic Economic Studies (IDB), Journal of Islamic Economic (IAIE, London), and the advisory board of the Harvard Series in Islamic Law (Harvard Law School).

Dr. Elgari is also an adviser to numerous Islamic financial institutions throughout the world and is notably on the Shariah board of the Dow Jones Islamic index as well as a member of the Islamic Fiqh Academy and AAOIFI.

Dr. Elgari holds a PhD in Economics from the University of California, United States of America.

Internal Shariah Supervision Committee of Emirates NBD – Islamic

- **Sheikh Dr. Mohammad Abdul Rahim Sultan Al Olama**

Dr. Al Olama is a member of the Grand Islamic Scholars Body in Dubai, an Associate Professor of the School of Shari'a at the United Arab Emirates University in Al Ain and an acknowledged expert in Islamic finance. Dr. Al Olama is also the head of the Fatwa Committee of the Zakat Funds in the UAE.

He currently serves on a number of Shari'a boards representing Islamic financial institutions and Takaful companies. Dr. Al Olama has written extensively on modern Islamic finance and has presented numerous research papers at various international conferences. Dr. Al Olama holds a PhD in Comparative Islamic Law from Umm Al Qurra University in Mecca, Kingdom of Saudi Arabia.

- **Professor Dr. Mohamed Ali Elgari**

See biography above under "Global Shariah Supervisory Committee of Standard Chartered Bank".

- **Dr. Salim Ali Al-Ali**

Dr. Salim Al Ali holds a Ph.D in Financial Law from the University of London, United Kingdom. Dr. Salim also holds a Master's degree in Islamic Banking and Finance from the International Islamic University of Malaysia. In 2016, Dr. Salim received the prestigious Rashid Award for Scientific Outstanding. Dr. Salim Al Ali is the author of "Raising Capital on Sukuk Markets – Structural, Legal and Regulatory Issues".

- **Dr. Muhammad Qaseem**

Dr. Qaseem holds a PhD (Islamic Studies) from the Faculty of Usul ud Dinis, University of Karachi. He has been a member of the Sharia boards of many other institutions. Dr. Qaseem has taught various courses for a number of B.A. and M.A. programmes of the International Islamic University, Islamabad.

Shari'a advisers of J.P. Morgan Securities plc

- **Dr. Mohamed Ali Elgari**

See biography above under "Global Shariah Supervisory Committee of Standard Chartered Bank".

- **Dr. Nizam Yaquby**

See biography above under "Global Shariah Supervisory Committee of Standard Chartered Bank".

Internal Sharia Supervision Committee ("ISSC") of Dubai Islamic Bank

- **Sheikh Dr. Mohammad Abdul Rahim Sultan Al Olama**

See biography above under "Internal Shariah Supervision Committee of Emirates NBD – Islamic"

- **Professor Dr. Mohamed Ali Elgari**

See biography above under "Global Shariah Supervisory Committee of Standard Chartered Bank".

- **Professor Dr. Muhammad Qaseem**

See biography above under "Internal Shariah Supervision Committee of Emirates NBD – Islamic"

- **Professor Dr. Mohamad Akram Laldin**

Professor Dr. Laldin is currently the Executive Director of ISRA. He is currently member of various institutions such as Dubai Islamic Bank, Bank Negara Malaysia, HSBC Amanah, EAB (London), HSBC Insurance Singapore, International Islamic Financial Market (IIFM), Bahrain, AAOIFI Sharia Standards, Bahrain. He is also a member of the Board of Studies of the Institute of Islamic Banking and Finance, IIUM. He is also prolific author of academic works specifically in the areas of Islamic Banking and Finance. He is the recipient of Zaki Badawi Award 2010 for Excellence in Shari Advisory and Research. He has participated and presented papers in numerous local and international conferences.

INDEX TO THE FINANCIAL STATEMENTS

	<u>F-pages</u>
Independent auditor's report in respect of the audited consolidated financial statements of PNCI as at and for the year ended 31 December 2024.....	F-4
Audited consolidated financial statements of PNCI as at and for the year ended 31 December 2024	F-9
Independent auditor's report in respect of the audited consolidated financial statements of PNCI as at and for the year ended 31 December 2023.....	F-64
Audited consolidated financial statements of PNCI as at and for the year ended 31 December 2023	F-70

P N C Investments L.L.C

Consolidated Financial Statements
For the year ended December 31, 2024

P N C Investments L.L.C
Consolidated Financial Statements
For the year ended December 31, 2024

Table of contents

	Page
Directors' report	1
Independent Auditor's Report	2 – 6
Consolidated statement of financial position	7
Consolidated statement of comprehensive income	8
Consolidated statement of changes in equity	9
Consolidated statement of cash flows	10
Notes to the consolidated financial statements	11 – 58

Directors' report

The Directors are pleased to submit their report along with the audited consolidated financial statements of P N C Investments L.L.C (the "Company") and its subsidiaries (together referred to as the "Group") for the year ended December 31, 2024.

Main business and operations

The principal activities of the Group are real estate development, investment in land and properties, security control services, general security guard services, sales development, asset holding company, capital investment, district cooling services, refrigeration and cold storage equipment trading and management in various enterprises.

The operating results and financial position of the Group are fully set out in the attached consolidated financial statements.

The Group reported a net profit for the year amounting to AED 1,860,427 thousand (2023: AED 2,992,430 thousand).

Sukuk listing

On July 17, 2023, Sobha Sukuk Limited, (the "SPV"), issued 300,000 five-year Sukuk Certificates with a face value of USD 1,000 each, listed on London Stock Exchange and Nasdaq Dubai (ISIN: XS2633136234), an international financial exchange in the Middle East, amounting to USD 300 million with a coupon rate of 8.75% per annum payable semi-annually from January 17, 2024.

On December 6, 2023, P N C Investments L.L.C (the obligor of Sukuk Certificates issued by Sobha Sukuk Limited or 'Sukuk Certificates' or 'Trust Certificates') repurchased and cancelled Trust Certificates with a face value of USD 15 million. Further, on May 29, 2024, the Company repurchased and cancelled Trust Certificates with a face value of USD 15 million.

On September 17, 2024, the SPV further issued 230,000 Sukuk Certificates with a face value of USD 1,000 each, to form a single series with the 300,000 Sukuk Certificates previously issued on July 17, 2023, resulting in a total of 500,000 Sukuk Certificates being issued.

As at the reporting date, 500,000 Sukuk Certificates with a face value of USD 500 million remain issued and outstanding. The fair value of the Sukuk Certificates as of the reporting date was USD 1,023.07 (2023: USD 998.25) per Sukuk Certificate.

Going concern

As at the reporting date, the Directors have considered the going concern basis of accounting in preparing the consolidated financial statements. Based on their assessment, the business of the Group is a going concern, with no material uncertainties that would prevent it from continuing its operations for the foreseeable future.

Directors


The Directors of the Company during the year and to the date of this report are:

- Mr. Puthan N C Menon (till November 17, 2024);
- Mr. Francis Alfred;
- Mr. Ravi PNC Menon;
- Mr. Mahmoud Al Butai; and
- Mr. Jyoti Kumar Agarwal.


Auditors

Grant Thornton Audit and Accounting Limited (Dubai Branch) ("Grant Thornton") were appointed as auditors of the Group for the year ended December 31, 2024. The Directors resolved to release Grant Thornton from any liabilities on auditing the consolidated financial statements for the year ended December 31, 2024. Grant Thornton being eligible, have offered themselves for re-appointment for the year ending December 31, 2025.

The consolidated financial statements for the year ended December 31, 2024 (including comparatives) were approved by the Board of Directors on 05 FEB 2025 and signed on their behalf by:



Mr. Jyoti Kumar Agarwal
Director
Dubai, United Arab Emirates



Mr. Francis Alfred
Director
Dubai, United Arab Emirates





Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of P N C Investments L.L.C (the "Company") and its subsidiaries (together referred to as the "Group"), which comprise the consolidated statement of financial position as at December 31, 2024, and the consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including material accounting policy information.

In our opinion, the accompanying consolidated financial statements give a true and fair view of the consolidated financial position of the Group as at December 31, 2024, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IASB).

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Group in accordance with *International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards)* (IESBA Code), and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. We have determined the matters described below to be the key audit matters to be communicated in our report.

i) Valuation of investment properties and assessment of net realisable value and recoverable amount of properties under development (See Note 8 and Note 9 to the consolidated financial statements)

As at the reporting date, the Group's investment properties held at fair value amounted to AED 3,038,826 thousand and properties under development held at the lower of cost and their net realisable value amounted to AED 2,939,949 thousand. The Group engaged professionally qualified external independent valuers to determine the fair value of the investment properties. The valuers performed their scope of work in accordance with the Royal Institution of Chartered Surveyors (RICS) Valuation Global Standards (2017 Edition). The fair value definition as per RICS Valuation Standards, adopted by the external valuers complies with the fair value definition under IFRS.

The valuation of the investment properties is a significant judgement area and is underpinned by a number of assumptions. The existence of significant estimation uncertainty warrants specific audit focus in this area as any error in determining the fair value could have a material impact on the value of the Group's investment properties and the fair value gain or loss recognised in respect of these investment properties.



Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Key Audit Matters (continued)

i) Valuation of investment properties and assessment of net realisable value and recoverable amount of properties under development (See Note 8 and Note 9 to the consolidated financial statements) (continued)

Properties under development are stated at lower of cost and their net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale, while investment properties, subsequent to initial recognition at cost, are accounted for using the fair value model.

How the matter was addressed in our audit:

- We have assessed the qualifications and competence of the external valuer appointed by management and reviewed the terms of their engagement with the Group. This was to determine if there were any factors that could have compromised their objectivity or limited the scope of their work;
- We assessed the adequacy of the disclosures in the consolidated financial statements;
- We have obtained the external valuation reports for all properties valued by the external valuers and assessed the valuation approach used by the valuers in determining the respective fair value of the investment properties;
- We conducted sensitivity analyses on the significant assumptions to assess the potential impact of changes in key assumptions on the conclusions drawn by management;
- We have performed sensitivity analysis on the significant assumptions to evaluate the extent of the impact of changes in the key assumptions to the conclusions reached by management;
- We engaged our real estate valuation specialist, who, on a sample basis, evaluated the valuation methodologies employed in the valuation process. Our specialist also challenged the assumptions and key estimates. These assumptions and key estimates were compared against historical data and available industry benchmarks, while considering comparability and market conditions; and
- We have obtained internally approved budgets and signed sales purchase agreement on sample basis in respect of net realisable value testing.

ii) Revenue recognition on sale of properties (See Note 24 to the consolidated financial statements)

The Group recognizes revenue on sale of properties in accordance with IFRS 15 "Revenue from Contracts with Customers". The Group recognizes revenue on sale of properties either at point in time or over time depending on the terms of the respective contracts with customers and the applicable laws and regulations governing the said contracts. Revenue recognition on sale of properties was considered a key audit matter due to following key elements of judgement and estimation involved that warranted specific audit focus:

- Analysis of whether the contracts comprise one or more performance obligations;
- Determining whether the performance obligations are satisfied over time or at a point in time;
- Estimation of total costs required to meet performance obligations under the contracts with customers and for performance obligations satisfied over time, recognition of proportionate revenue to the extent of satisfaction of performance obligations; and
- Evaluating the probability that the Group will collect the entitled consideration under the contracts with customers.



Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Key Audit Matters (continued)

ii) Revenue recognition on sale of properties (See Note 24 to the consolidated financial statements) (continued)

How the matter was addressed in our audit:

- We have assessed the appropriateness of the revenue recognition accounting policies adopted by the Group and its compliance with IFRS Accounting Standards;
- We have obtained an understanding of the revenue recognition process followed by the Group;
- We have performed test of design and implementation of relevant controls;
- We have assessed on a sample basis, contracts for sale of properties to identify the performance obligations of the Group under these contracts and assessing whether these performance obligations are satisfied over time or at a point in time, based on the criteria specified under IFRS 15; and
- We have assessed on a sample basis, the appropriateness of the input method applied in respect of the construction of properties by verifying the costs incurred until the reporting date and comparing them to the total estimated costs for the construction, where the performance obligation is satisfied over time.

Other Information

Management is responsible for the other information. The other information comprises the information included in the Directors' report but does not include the consolidated financial statements and our auditor's report thereon.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements, or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the Directors' report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with ISAs.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRS Accounting Standards as issued by the IASB, and their preparation in compliance with the applicable provisions of the UAE Federal Decree-Law No. (32) of 2021 and their preparation and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.



Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, actions taken to eliminate threats or safeguards applied.



Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements (continued)

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

Further, as required by the UAE Federal Decree-Law No. (32) of 2021, we report that:

- i) We have obtained all the information we considered necessary for the purposes of our audit;
- ii) The consolidated financial statements have been prepared and comply, in all material respects, with the applicable provisions of the UAE Federal Decree-Law No. (32) of 2021;
- iii) The Group has maintained proper books of account in accordance with established accounting principles;
- iv) The financial information included in the Directors' report is consistent with the books of account of the Group;
- v) Refer Note 31 for the details of the Company's acquisition of subsidiaries during the financial year ended December 31, 2024;
- vi) Note 14 to the consolidated financial statements discloses material related party transactions and balances, and the terms under which they were conducted;
- vii) The Company has not made any social contribution during the financial year ended December 31, 2024; and
- viii) Based on the information that has been made available to us, nothing has come to our attention which causes us to believe that the Company has contravened during the financial year ended December 31, 2024, any of the applicable provisions of the UAE Federal Decree-Law No. (32) of 2021, or of its Memorandum of Association which would materially affect its activities or its consolidated financial position as at December 31, 2024.

GRANT THORNTON

GRANT THORNTON UAE

Dr. Osama El Bakry
Registration No. 935
Dubai, United Arab Emirates

05 February 2025

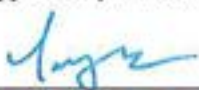


P N C Investments L.L.C
Consolidated Financial Statements

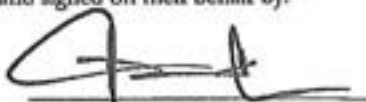
Consolidated statement of financial position
As at December 31, 2024

	Notes	2024 AED '000	2023 AED '000
ASSETS			
Non-current			
Property and equipment	5	272,753	184,906
Intangible assets	6	5,314	3,172
Right-of-use asset	7	19,567	-
Deferred tax asset	30	-	83
Investment properties	8	3,038,826	2,278,310
Properties under development	9	-	24,109
Investment in joint venture	10	425,391	-
Financial asset	11	-	2,011,692
		<u>3,761,851</u>	<u>4,502,272</u>
Current			
Properties under development	9	2,939,949	2,245,426
Trade and other receivables	12	6,253,750	5,590,549
Due from related parties	14	171,666	977
Cash and cash equivalents	13	2,825,892	2,106,505
		<u>12,191,257</u>	<u>9,943,457</u>
TOTAL ASSETS		<u>15,953,108</u>	<u>14,445,729</u>
EQUITY AND LIABILITIES			
EQUITY			
Share capital	15	300	300
Statutory reserve	16	1,150	1,150
Fair value reserve	19	-	1,500,291
Retained earnings		9,019,362	8,181,372
Total equity attributable to Shareholders of the Company		<u>9,020,812</u>	<u>9,683,113</u>
Non-controlling interest	18	188,999	315,010
TOTAL EQUITY		<u>9,209,811</u>	<u>9,998,123</u>
LIABILITIES			
Non-current			
Employees' end of service benefits	20	16,321	15,212
Borrowings	21	1,941,862	1,127,537
Loan from shareholders	14	1,000,000	1,001,650
Finance lease liability	22	20,033	-
Trade and other payables	23	308,014	-
Deferred tax liability	30	38,713	-
		<u>3,324,943</u>	<u>2,144,399</u>
Current			
Borrowings	21	67,594	399,588
Trade and other payables	23	2,946,720	1,654,964
Due to related parties	14	404,040	248,655
		<u>3,418,354</u>	<u>2,303,207</u>
TOTAL LIABILITIES		<u>6,743,297</u>	<u>4,447,606</u>
TOTAL EQUITY AND LIABILITIES		<u>15,953,108</u>	<u>14,445,729</u>

These consolidated financial statements for the year ended December 31, 2024 (including comparatives) were approved by the Board of Directors on **05 FEB 2025** and signed on their behalf by:



Mr. Jyoti Kumar Agarwal
 Director
 Dubai, United Arab Emirates



Mr. Francis Alfred
 Director
 Dubai, United Arab Emirates

The accompanying notes from 1 to 39 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of comprehensive income
For the year ended December 31, 2024

	Notes	2024 AED '000	2023 AED '000
Revenue	24	8,889,664	6,504,427
Direct costs	25	(5,379,245)	(3,834,717)
GROSS PROFIT		3,510,419	2,669,710
Administrative and general expenses	26	(569,834)	(548,957)
Depreciation and amortization	5,6,7	(19,996)	(21,302)
Selling and marketing expenses	27	(1,426,507)	(1,338,898)
Finance costs – net	28	(227,844)	(82,627)
Share of profit from investment in joint venture	10	22,891	-
Gain on fair value of investment properties	8	545,125	2,204,554
Other income	29	234,404	109,950
PROFIT BEFORE TAX		2,068,658	2,992,430
Income tax	30	(181,285)	-
Profit for the year from continuing operations		1,887,373	2,992,430
Loss for the year from discontinued operations	32	(26,946)	-
NET PROFIT			
FOR THE YEAR		1,860,427	2,992,430
Other comprehensive income			
Fair value gain on financial asset	11	-	807,524
Foreign exchange loss on financial asset	11	-	(6,881)
		-	800,643
TOTAL COMPREHENSIVE INCOME			
FOR THE YEAR		1,860,427	3,793,073
Net profit/(loss) for the year attributable to:			
Shareholders of the Company		1,860,434	2,993,742
Non-controlling interest		(7)	(1,312)
		1,860,427	2,992,430
Total comprehensive income/(loss) attributable to:			
Shareholders of the Company		1,860,434	3,794,385
Non-controlling interest		(7)	(1,312)
		1,860,427	3,793,073

The accompanying notes from 1 to 39 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of changes in equity
For the year ended December 31, 2024

	Share capital AED '000	Statutory reserve AED '000	Fair value reserve AED '000	Retained earnings AED '000	Shareholders' account AED '000	Attributable to the Shareholders AED '000	Non- controlling interest AED '000	Total equity AED '000
Balance at January 1, 2023	300	1,150	699,648	5,260,213	999,619	6,960,930	374,946	7,335,876
Net profit for the year	-	-	-	2,993,742	-	2,993,742	(1,312)	2,992,430
Increase in investment in a subsidiary (Note 18.1)	-	-	-	28,821	-	28,821	(58,624)	(29,803)
On acquisition of entities under common control (Note 31)	-	-	-	(11,004)	-	(11,004)	-	(11,004)
Net movement in Shareholders' account (Note 17)	-	-	-	-	(999,619)	(999,619)	-	(999,619)
Dividend declared and paid (Note 15.1)	-	-	-	(90,400)	-	(90,400)	-	(90,400)
Other comprehensive income	-	-	800,643	-	-	800,643	-	800,643
Balance at December 31, 2023	300	1,150	1,500,291	8,181,372	-	9,683,113	315,010	9,998,123
Net profit for the year	-	-	-	1,860,434	-	1,860,434	(7)	1,860,427
Increase in investment in a subsidiary (Note 18.1)	-	-	-	90,987	-	90,987	(126,004)	(35,017)
Gain on disposal of branch/subsidiaries (Note 32)	-	-	-	480	-	480	-	480
Dividend declared and paid (Note 15.1)	-	-	-	(602,510)	-	(602,510)	-	(602,510)
Transfer of non-cash asset to shareholders (Note 11)	-	-	-	(2,011,692)	-	(2,011,692)	-	(2,011,692)
Transfer of fair value reserve to retained earnings (Note 19)	-	-	(1,500,291)	1,500,291	-	-	-	-
Balance at December 31, 2024	300	1,150	-	9,019,362	-	9,020,812	188,999	9,209,811

The accompanying notes from 1 to 39 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of cash flows
For the year ended December 31, 2024

	Notes	2024 AED '000	2023 AED '000
OPERATING ACTIVITIES			
Net profit before tax from continuing operations		2,068,658	2,992,430
Net loss from discontinued operations		(26,946)	-
Adjustments for non-cash and non-operating items	35	(286,926)	(2,089,239)
<i>Operating cash flows before net changes in working capital</i>		1,754,786	903,191
Net changes in working capital	35	2,015,726	2,063,929
Employees' end of service benefits paid	20	(6,572)	(6,519)
Net cash from operating activities		3,763,940	2,960,601
INVESTING ACTIVITIES			
Purchase of property and equipment	5	(128,338)	(6,400)
Investment in joint venture	10	(201,250)	-
Proceeds from sale of properties and equipment		57	-
Purchase of intangible assets	6	(2,928)	(2,493)
Acquisition of subsidiaries, net of cash	31	10	(120,323)
Proceeds from sale of subsidiaries, net of cash	32	2,534	-
Additions to investment properties	23	(2,420,618)	(694,806)
Net cash used in investing activities		(2,750,533)	(824,022)
FINANCING ACTIVITIES			
Proceeds from borrowings	21	1,191,238	1,942,356
Payment of interest expense on loan from shareholders	14	(83,087)	(18,937)
Repayment of finance lease liability	22	(2,016)	(52)
Loan processing fees paid	28	(29,147)	(17,420)
Dividend declared and paid	15.1	(602,510)	(90,400)
Increase in investment in a subsidiary	18.1	(35,017)	(29,803)
Repayment of borrowings	21	(708,481)	(2,450,473)
Advances paid to minority shareholders		(25,000)	(44,500)
Net cash used in financing activities		(294,020)	(709,229)
Net change in cash and cash equivalents		719,387	1,427,350
Cash and cash equivalents, beginning of year		2,106,505	679,155
Cash and cash equivalents, end of year	13	2,825,892	2,106,505
Non-cash transactions:			
Net movement in Shareholders' account		-	999,619
Investment property transferred to a related party	8	-	8,325

The accompanying notes from 1 to 39 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements
For the year ended December 31, 2024

1 Legal status and nature of operations

P N C Investments L.L.C (the "Company") is a limited liability company incorporated in Dubai, United Arab Emirates (UAE) on November 1, 2011, under license no. 661013 issued by Department of Economic Development, Government of Dubai. The registered office of the Company is P.O. Box 125245, Dubai, UAE.

The Company and its Subsidiaries are collectively referred to as the "Group".

The principal activities of the Group are real estate development, investment in land and properties, security control services, general security guard services, sales development, asset holding company, capital investment and management in various enterprises.

On December 9, 2022, the United Arab Emirates (UAE) Ministry of Finance ("MOF") released Federal Decree-Law No 47 of 2022 on the Taxation of Corporations and Businesses, Corporate Tax Law ("CT Law") to enact a new CT regime in the UAE. The new CT regime is effective for accounting periods beginning on or after June 1, 2023. The CT Law confirms the rate of 9% to be applied to taxable income exceeding AED 375,000. As the Group's accounting year ends on December 31, accordingly the effective implementation date for the Group is from January 1, 2024, to December 31, 2024, with the first return to be filed on or before September 30, 2025. Refer Note 30 for the provision of corporate tax estimated for the year ended December 31, 2024.

The following entities (including special purpose vehicle) (the "Subsidiaries") have been consolidated in these consolidated financial statements:

Name	Country of incorporation and operation	Principal activity	Ownership interest	
			2024	2023
Sobha L.L.C (a)	UAE	Real estate development	100%	100%
Sobha Lifestyle City Limited (b)	UAE	Investment in land and properties	88.89%	81.48%
Sobha Jet Limited (c)	Isle of Man	Asset holding company	-	100%
Sobha Capital L.L.C (d)	UAE	Capital investment and management in various enterprises	100%	100%
Sobha Furniture Systems L.L.C (e)	UAE	Furniture manufacturing	100%	100%
Sobha Energy Solutions L.L.C (g)	UAE	District cooling services, refrigeration and cold storage equipment trading	100%	-
Subsidiary of Sobha L.L.C				
Sobha Real Estate UK Limited (f)	UK	Sales development	-	100%

a) Sobha L.L.C ("SLLC") is a limited liability company under UAE Federal Decree-Law No. (32) of 2021.

b) Sobha Lifestyle City Limited ("SLCL") is a limited liability company under Jebel Ali Free Zone Offshore Companies Regulations of 2018. Refer Note 18.1 for the increase in investment in SLCL made during the year.

c) Sobha Jet Limited ("SJJ") is a company limited by shares registered under the license number 019629V issued by Isle of Man under the Companies Act 2006. During the year, the Company disposed of its interest in SJJ to a related party (refer Note 32).

d) Sobha Capital L.L.C is a limited liability company registered under the license number 684321 under UAE Federal Decree-Law No. (32) of 2021.

e) Sobha Furniture Systems L.L.C is a limited liability company registered under the license number 1217823 under UAE Federal Decree-Law No. (32) of 2021.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

1 Legal status and nature of operations (continued)

f) Sobha Real Estate UK Limited ("SRUKL") is a private company limited by shares incorporated in England and Wales and registered under the license number 11156378. During the year, SLLC disposed of its interest in SRUKL to a related party (refer Note 32).

g) Sobha Energy Solutions L.L.C is a limited liability company registered under the license number 1045580 under UAE Federal Decree-Law No. (32) of 2021 was acquired from a related party on November 11, 2024 (refer Note 31).

On January 1, 2024, the Company disposed of its interest in the business of Latinem Securities (Br of P N C Investments L.L.C) (the "Branch"), an entity registered with Dubai Economy, Dubai, UAE under the license no. 848740 issued on August 21, 2019, to Sobha Constructions L.L.C, a related party (refer Note 32).

During the year, Sobha Furniture Design Studio S.R.L. ("SFSRL") a limited liability company was incorporated in Italy by Sobha Furniture Systems L.L.C, a subsidiary. Further during the year, the subsidiary disposed of its interest in SFSRL to a related party (refer Note 32).

In the prior reporting period, the Company did not have control over the subsidiary mentioned in (g) mentioned above. This subsidiary was acquired during the reporting period through common control transaction.

Accordingly, these consolidated financial statements are not entirely comparable.

Special purpose vehicle

Sobha Sukuk Limited ("SPV") is a limited liability company incorporated in the Cayman Islands. The SPV was established for the specific purpose of acting as a securitisation vehicle. The Group does not hold any direct or indirect interest in the shareholding of the SPV. The arrangement with the SPV has been assessed by the Group in accordance with IFRS 10, considering factors such as power and control, the variability of returns related to economic activities, and the linkages between the Group and the SPV.

Joint venture

On July 10, 2024, the Company entered into a Joint Venture agreement with UAQ PROPERTIES to form a joint venture named Sobha Al Siniya FZC a free zone company registered under license number 010296 under Umm Al Quwain Free Trade Zone Authority.

2 Statement of compliance

These consolidated financial statements of the Group have been prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IASB).

3 Standards, interpretations and amendments to existing standards

3.1 Standards, interpretations and amendments to existing standards that are effective in 2024

Standards, interpretations and amendments that are effective for the first time in 2024 (for entities with a December 31, 2024, year-end) are:

- Classification of Liabilities as Current or Non-current (Amendments to IAS 1)
- Lease Liability in a Sale and Leaseback (Amendments to IFRS 16)
- Supplier Finance Arrangements (Amendments to IAS 7 and IFRS 7)
- Non-current Liabilities with Covenants (Amendments to IAS 1)

These standards, amendments and interpretations do not have a significant impact on the consolidated financial statements and therefore the disclosures have not been made.

3 Standards, interpretations and amendments to existing standards (continued)

3.2 Standards, interpretations and amendments to existing standards that are not yet effective and have not been adopted early by the Group

Other Standards and amendments that are not yet effective and have not been adopted early by the Group include:

- Lack of Exchangeability (Amendments to IAS 21)
- Amendments to the Classification and Measurement of Financial Instruments (Amendments to IFRS 9 and 7)
- IFRS 18 'Presentation and Disclosure in Financial Statements'
- IFRS 19 'Subsidiaries without Public Accountability: Disclosures'

These amendments are not expected to have a significant impact on the consolidated financial statements in the period of initial application and therefore no disclosures have been made.

4 Material accounting policies

4.1 Overall considerations

These consolidated financial statements are presented in Arab Emirates Dirham (AED), which is the Company's functional currency and Group's presentation currency. Monetary amounts are expressed in AED currency and are rounded to the nearest thousands.

These consolidated financial statements have been prepared using the measurement bases specified by IFRS for each type of asset, liability, income and expense. The measurement bases are more fully described in the accounting policies below.

4.2 Foreign currency

Foreign currency transactions are converted into the functional currency, using the exchange rates prevailing at the dates of the transactions (spot exchange rate). Foreign exchange gains and losses resulting from the settlement of such transactions and from the re-measurement of monetary items at year-end exchange rates are recognised in profit or loss.

Non-monetary items are not retranslated at year-end and are measured at historical cost (translated using the exchange rates at the transaction date), except for non-monetary items measured at fair value which are translated using the exchange rates at the date when fair value was determined.

The consolidated financial statements are presented in Arab Emirates Dirham (AED) and the companies within the Group have a functional currency of Arab Emirates Dirham (AED), United States Dollar (USD) and British Pound Sterling (GBP). As transactions in AED are effectively pegged to the USD, the risk arising from fluctuations in currency exchange rates is only limited to the translation of the subsidiary located in the United Kingdom.

In the consolidated financial statements, all assets, liabilities and transactions of Group entities with a functional currency other than the AED (the Group's presentation currency) are translated into AED upon consolidation. The functional currency of the entities in the Group has remained unchanged during the reporting period.

On consolidation, assets and liabilities have been translated into AED at the closing rate at the reporting date. Income and expenses have been translated into the Group's presentation currency at the average rate over the reporting period. Exchange differences are charged/credited to other comprehensive income and recognised in the currency translation reserve within equity.

4.3 Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and cash at banks including cash held in escrow accounts together with other short-term, highly liquid investments that are readily convertible into known amounts of cash, and which are subject to an insignificant risk of changes in value.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.4 Investment properties

Investment properties are properties held for capital appreciation.

Investment properties are initially recognised at cost. Transaction costs are included in the initial measurement. Costs include costs incurred initially and costs incurred subsequently to add to, or to replace a part of, or service a property. If a replacement part is recognised in the carrying amount of the investment property, the carrying amount of the replaced part is derecognised.

Land held for undetermined use is classified as investment property. When the development of investment property commences, it is classified under properties under development until development is complete, at which time it is transferred to the respective category.

Subsequent to initial recognition, investment properties are accounted for using the fair value model.

Investment properties are revalued periodically and are included in the consolidated statement of financial position at their fair values. Fair value of investment properties at the year-end is based on a valuation by the independent professional valuer where market values are not readily available. Where the market values are readily available, the fair value is ascertained based on latest transacted deals in the open market.

Fair value model

Any gain or loss resulting from either a change in the fair value or the sale of an investment property is immediately recognised in the consolidated statement of comprehensive income.

Investment properties under development is measured at cost and are not depreciated.

4.5 Properties under development and properties held for sale

Properties under development include properties under construction for trade, which are stated at lower of cost and net realisable value. Cost includes the cost of purchase, construction, design and architecture, capitalised borrowing costs and other related expenditures such as professional fees, project management fees and engineering costs attributable to the project, which are accrued as and when activities that are necessary to get the assets ready for the intended use are in progress. Direct costs from start to completion of the project are accrued to development properties.

Completion is defined as the earlier of issuance of a certificate of practical completion, or when management considers the project as completed. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Properties held for sale are stated at the lower of cost and net realisable value. Cost includes the cost of development of the properties. The amount of any write down or provision for properties held for sale is recognised as an expense in the period when the write down or loss occurs. The amount of any reversal of any write down or provision arising from an increase in net realisable value is recognised in the consolidated statement of comprehensive income in the period in which increase takes place.

4.6 Intangible assets

Intangible assets include acquired computer software used in administration that qualify for recognition as an intangible asset. They are accounted for using the cost model whereby capitalised costs are amortised on a straight-line basis over their estimated useful lives, as these assets are considered finite. Residual values and useful lives are reviewed at each reporting date. In addition, they are subject to impairment testing as described in Note 4.24. The estimated useful lives of the Group's intangible assets are 5 years.

Acquired computer software licences are capitalised on the basis of the costs incurred to acquire and install the specific software.

Costs associated with maintaining computer software, i.e., expenditure relating to patches and other minor updates as well as their installation, is expensed as incurred.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.6 Intangible assets (continued)

The gain or loss arising on the disposal of an intangible asset is determined as the difference between the proceeds and the carrying amount of the asset and is recognised in the consolidated profit or loss within other income/(expense) - net.

Intangible assets under development are measured at cost and are not amortised.

4.7 Basis of consolidation

The Group's consolidated financial statements consolidate the financial position and results of the Company and all of its subsidiaries as at December 31, 2024 and December 31, 2023. Subsidiaries are all entities over which the Company has control. Control is presumed to exist when the Company:

- has power over the investee;
- is exposed, or has right, to variable return from its investment with the investee; and
- has the ability to use its power to affect the return.

The consolidated financial statements of the subsidiaries are consolidated on a line-by-line basis from the date on which control is transferred to the Company and they will be de-consolidated from the date that control ceases.

All transactions and balances between Group companies are eliminated in full on consolidation, including unrealized gains and losses on transactions between Group companies. Where unrealized losses on intra-group asset sales are reversed on consolidation, the underlying asset is also tested for impairment from a Group perspective.

Non-controlling interests, presented as part of equity, represent the portion of a subsidiary's profit or loss and net assets that is not held by the Group. The Group attributes total comprehensive income or loss of subsidiaries between the shareholders of the Company and the non-controlling interests based on their respective ownership interests.

Changes in the proportion held by non-controlling interests

The entity shall recognise directly in equity any difference between the amount by which the non-controlling interests are adjusted, and the fair value of the consideration paid or received, and attribute it to the Shareholders of the Company.

4.8 Property and equipment

The cost of an item of property and equipment is recognised as an asset when:

- it is probable that future economic benefits associated with the item will flow to the Group; and
- the cost of the item can be measured reliably.

Property and equipment are carried at acquisition cost less subsequent depreciation and impairment losses, if any.

Costs include costs incurred initially to acquire or construct an item of property and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property and equipment, the carrying amount of the replaced part is derecognised.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.8 Property and equipment (continued)

Depreciation is recognised on a straight-line basis to write down property and equipment to its residual value. The following estimated useful lives are applied:

• Buildings	5 years
• Machinery and other equipment	5 years
• Furniture and fixtures	5 years
• Vehicles	5 years
• Aircraft	10 years
• Other assets	1 - 5 years

Material residual value estimates and estimates of useful life are updated as required, but at least annually, whether or not the asset is revalued. If the expectations differ from previous estimates, the change is accounted for as a change in accounting estimate.

The depreciation charge for each period is recognised in the consolidated profit or loss unless it is included in the carrying amount of another asset. Gains or losses arising on the disposal of property and equipment are determined as the difference between the disposal proceeds and the carrying amount of the assets and are recognised in the consolidated statement of comprehensive income within other income.

Cost and accumulated depreciation values of fully depreciated items of property and equipment which are still being used in operations are not removed from the accounts until these are retired or disposed of.

Capital work in progress is measured at cost and are not depreciated.

4.9 Value-Added Tax (VAT)

Revenue, expenses, and assets are recognized net of the amount of VAT, if applicable. When VAT from sale of goods and/or services (output VAT) exceeds VAT passed on from purchase of goods or services (input VAT), the excess is recognized as a payable in the consolidated statement of financial position. When VAT passed on from purchase of goods or services (input VAT) exceeds VAT from sale of goods and/or services (output VAT), the excess is recognized as an asset in the consolidated statement of financial position to the extent of the recoverable amount.

4.10 Impairment testing of non-financial assets

For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating units). As a result, some assets are tested individually for impairment, and some are tested at cash-generating unit level.

Individual assets or cash-generating units are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

An impairment loss is recognised for the amount by which the asset's or cash-generating unit's carrying amount exceeds its recoverable amount, which is the higher of fair value less costs to sell and value-in-use. To determine the value-in-use, management estimates expected future cash flows from each cash-generating unit and determines a suitable interest rate in order to calculate the present value of those cash flows. The data used for impairment testing procedures are directly linked to the Group's latest approved budget, adjusted as necessary to exclude the effects of future reorganizations and asset enhancements. Discount factors are determined individually for each cash-generating unit and reflect their respective risk profiles, such as market and asset-specific risks factors.

Impairment losses for cash-generating units reduces first the carrying amount of any goodwill allocated to that cash-generating unit. Any remaining impairment loss is charged pro rata to the other assets in the cash-generating unit. With the exception of goodwill, all assets are subsequently reassessed for indications that an impairment loss previously recognised may no longer exist. An impairment charge is reversed if the cash-generating unit's recoverable amount exceeds its carrying amount.

4 Material accounting policies (continued)

4.11 Financial instruments

Recognition, initial measurement and de-recognition

Financial assets and financial liabilities are recognised when the Group becomes a party to the contractual provisions of the financial instrument.

Financial assets are derecognised when the contractual rights to the cash flows from the financial asset has expired, or when the financial asset and all substantial risks and rewards are transferred. A financial liability is derecognised when it is extinguished, discharged, cancelled or has expired.

Financial assets and financial liabilities are measured initially at fair value adjusted by transactions costs.

Financial assets and financial liabilities are measured subsequently as follows:

Classification and subsequent measurement of financial assets

For the purpose of subsequent measurement, financial assets are classified and measured at amortised cost if both of the following conditions are met:

- The asset is held in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest, if any, on the principal amount outstanding.

If the financial asset does not pass either of the conditions mentioned in the previous page, or only one of the conditions, it is measured at fair value through profit or loss ('FVTPL'). Even if both conditions are met, management may designate a financial asset at FVTPL if doing so reduces or eliminates a measurement or recognition inconsistency.

As at the reporting date, the Group's financial assets comprise trade and other receivables, due from related parties, quoted equity investments and cash and cash equivalents. Discounting is omitted where the effect of discounting is immaterial.

All income and expenses relating to financial assets measured at amortised cost are recognised in consolidated statement of comprehensive income and presented within 'finance costs – net', except for impairment of trade receivables which is presented within 'administrative and general expenses'.

Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default. Receivables that are not considered to be individually impaired are reviewed for impairment in groups, which are determined by reference to the industry and region of a counterparty and other shared credit risk characteristics. The impairment loss estimate is then based on recent historical counterparty default rates for each identified group.

Quoted equity investments

Quoted equity investments are designated as at fair value through other comprehensive income (FVOCI). The Group elects to present in OCI changes in fair value of equity investments as they are not held for trading. The election is made on initial recognition and is irrevocable. Gains and losses on such equity instruments are never reclassified to profit or loss and no impairment is recognised in profit or loss. Dividends are recognised in profit or loss unless they clearly represent a recovery of part of the cost of the investment, in which case they are recognized in OCI.

Impairment of financial assets

IFRS 9's impairment requirements use forward-looking information to recognise expected credit losses – the 'expected credit loss (ECL) model'. Instruments within the scope of the requirements included loans and other debt-type financial assets measured at amortised cost and FVOCI, trade receivables, contract assets recognised and measured under IFRS 15 and loan commitments and some financial guarantee contracts (for the issuer) that are not measured at fair value through profit or loss.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.11 Financial instruments (continued)

The Group considers a broad range of information when assessing credit risk and measuring expected credit losses, including past events, current conditions, reasonable and supportable forecasts that affect the expected collectability of the future cash flows of the instrument.

In applying this forward-looking approach, a distinction is made between:

- financial instruments that have not deteriorated significantly in credit quality since initial recognition or that have low credit risk ('Stage 1');
- financial instruments that have deteriorated significantly in credit quality since initial recognition and whose credit risk is not low ('Stage 2'); and
- 'Stage 3' would cover financial assets that have objective evidence of impairment at the reporting date.

'12-month expected credit losses' are recognised for the first category while 'lifetime expected credit losses' are recognised for the second and third category. Measurement of the expected credit losses is determined by a probability-weighted estimate of credit losses over the expected life of the financial instrument.

Classification and subsequent measurement of financial liabilities

The Group's financial liabilities include trade and other payables, due to related parties, loan from shareholders, borrowings and finance lease liability.

Financial liabilities are measured subsequently at amortised cost using the effective interest method, except for financial liabilities held for trading or designated at fair value through profit or loss, that are carried subsequently at fair value with gains or losses recognised in the consolidated statement of comprehensive income.

All interest-related charges and, if applicable, changes in an instrument's fair value that are reported in the consolidated statement of comprehensive income are included within 'finance costs - net'.

Offsetting financial instruments

Financial assets and liabilities are offset and the net amount reported in the consolidated statement of financial position only when there is a legally enforceable right to offset the recognised amounts and there is an intention to settle on a net basis, or to realise the asset and settle the liability simultaneously.

4.12 Provisions and contingent liabilities

Provisions are recognised when present obligations as a result of a past event will probably lead to an outflow of economic resources from the Group and amounts can be estimated reliably. Timing or amount of the outflow may still be uncertain. A present obligation arises from the presence of a legal or constructive commitment that has resulted from past events.

In those cases where the possible outflow of economic resources as a result of present obligations is considered improbable or remote, no liability is recognised, unless it was assumed in the course of a business combination. Possible inflows of economic benefits to the Group that do not yet meet the recognition criteria of an asset are considered contingent assets.

4.13 Employees' benefits

Short-term employee benefits

The cost of short-term employee benefits (those payable within 12 months after the service is rendered) are recognised in the period in which the service is rendered and are not discounted.

The expected cost of compensated absences is recognised as an expense when the employee renders services that increase their entitlement or, in the case of non-accumulating absences, when the absences occur.

4 Material accounting policies (continued)

4.13 Employees' benefits (continued)

Employees' end of service benefits

A provision for employees' end of service benefits is made for the full amount due to employees for their periods of service up to the reporting date in accordance with the U.A.E. Labour Law and is reported as separate line item under non-current liabilities.

The entitlement to end of service benefits is based upon the employees' salary and length of service, subject to the completion of a minimum service period as specified in U.A.E. Labour Law. The expected costs of these benefits are accrued over the period of employment. The provision for staff terminal benefit is based on the liability that would arise if the employment of all the employees was terminated at the end of the reporting period.

4.14 Leases

The Group as a lessee

For any new contracts, the Group considers whether a contract is, or contains a lease. A lease is defined as 'a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration'. To apply this definition the Company assesses whether the contract meets three key evaluations which as explained below:

- the contract contains an identified asset, which is either explicitly identified in the contract or implicitly specified by being identified at the time the asset is made available to the Group;
- the Group has the right to obtain substantially all of the economic benefits from the use of the identified asset throughout the period of use, considering its rights within the defined scope of the contract;
- the Group has the right to direct the use of the identified asset throughout the period of use.

The Group assesses whether it has the right to direct 'how and for what purpose' the asset is used throughout the period of use.

Measurement and recognition of leases as a lessee

At the lease commencement date, the Group recognizes a right-of-use asset and a lease liability on the balance sheet. The right-of-use asset is measured at cost, which is made up of the initial measurement of the lease liability, any initial direct costs incurred by the Group, an estimate of any costs to dismantle and remove the asset at the end of the lease, and any lease payments made in advance of the lease commencement date (net of any incentives received).

The Group depreciates the right-of-use assets on a straight-line basis from the lease commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The Group also assesses the right-of-use asset for impairment when such indicators exist.

At the commencement date, the Group measures the lease liability at the present value of the lease payments unpaid at that date, discounted using the interest rate implicit in the lease if that rate is readily available or the Group's incremental borrowing rate. Lease payments included in the measurement of the lease liability are made up of fixed payments (including in substance fixed), variable payments based on an index or rate, amounts expected to be payable under a residual value guarantee and payments arising from options reasonably certain to be exercised.

Subsequent to initial measurement, the liability will be reduced for payments made and increased for interest. It is remeasured to reflect any reassessment or modification, or if there are changes in in-substance fixed payments. When the lease liability is remeasured, the corresponding adjustment is reflected in the right-of-use asset, or profit and loss if the right-of-use asset is already reduced to zero.

Lease payments not recognized as a liability

The Group has elected not to recognise a lease liability for short-term leases (leases with an expected term of 12 months or less) or for leases of low value assets. Payments made under such leases are expensed on a straight-line basis.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.15 Share capital and reserves

Share capital represents the nominal value of shares that have been issued.

Statutory reserve is required to be created by UAE Federal Decree-Law No. (32) of 2021, as described in Note 16.

Fair value reserve comprises the cumulative net change in the fair value of financial assets at FVOCI until the said financial assets are derecognised or impaired.

Retained earnings include all current and prior year profits and losses and adjustments arising as a result of acquisition of subsidiaries through common control transactions.

Shareholders' account represents amount contributed by the shareholders which are not subject to withdrawal in the foreseeable future.

4.16 Revenue recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured regardless of when payment is being made. Revenue is measured at the fair value of the consideration received or receivable by the Group, excluding discounts, rebates and duty.

Revenue from contracts with customers

- Step 1 Identify the contract with a customer: A contract is defined as an agreement between two or more parties that creates enforceable rights and obligations and sets out the criteria for each of those rights and obligations.
- Step 2 Identify the performance obligations in the contract: A performance obligation in a contract is a promise to transfer a good or service to the customer.
- Step 3 Determine the transaction price: Transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised goods or services to a customer, excluding amounts collected on behalf of third parties.
- Step 4 Allocate the transaction price to the performance obligations in the contract: For a contract that has more than one performance obligation, the Group will allocate the transaction price to each performance obligation in an amount that depicts the consideration to which the Group expects to be entitled in exchange for satisfying each performance obligation.
- Step 5 Recognise revenue when (or as) the Group satisfies a performance obligation.

The Group recognises revenue over time if any one of the following criteria is met:

- The customer simultaneously receives and consumes the benefits provided by the Group's performance as the Group performs; or
- The Group's performance creates or enhances an asset that the customer controls as the asset is created or enhanced; or
- The Group's performance does not create an asset with an alternative use to the Group, and the Group has an enforceable right to payment for performance completed to date.

For performance obligations where one of the above conditions is not met, revenue is recognised at the point in time at which the performance obligation is satisfied.

The Group allocates the transaction price to the performance obligations in a contract based on the input method which requires revenue recognition on the basis of the Group's efforts or inputs to the satisfaction of the performance obligations. The Group estimates the total costs to complete the projects in order to determine the amount of revenue to be recognised.

When the Group satisfies a performance obligation by delivering the promised goods or services, it creates a contract asset based on the amount of consideration earned by the performance. Where the amount of consideration received from a customer exceeds the amount of revenue recognised, this gives rise to a contract liability.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.16 Revenue recognition (continued)

Revenue from contracts with customers (continued)

The Group assesses its revenue arrangements against specific criteria to determine if it is acting as principal or an agent and has concluded that it is acting as a principal in all of its revenue arrangements.

Revenue is recognised in the consolidated financial statements to the extent that it is probable that the economic benefits will flow to the Group and the revenue and costs, if and when applicable can be measured reliably.

4.17 Direct costs

Direct costs include the cost of land, development costs, material costs, finance costs and salaries and other benefits.

Development costs include the cost of infrastructure and construction. The cost of revenue in respect of sale of properties is recognised on the basis of per square feet average cost of construction. Per square feet average cost of construction is derived from total saleable area and total construction cost.

4.18 Operating expenses

Operating expenses are recognised in the consolidated statement of comprehensive income upon utilisation of the service or at the date of their origin.

4.19 Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of a qualifying asset are capitalised during the period of time that is necessary to complete and prepare the asset for its intended use or sale. Other borrowing costs are expensed in the period in which they are incurred and reported in 'finance costs - net', if any.

4.20 Income tax

Income tax expense comprises current and deferred tax. Income tax expense is recognised in the consolidated statement of comprehensive income except to the extent that it relates to items recognised directly in equity, in which case it is recognised in equity.

The Subsidiaries that form part of the tax group as at the end of the reporting period are disclosed as below:

Name	Country of incorporation and operation
P N C Investments L.L.C ('Parent Company')	UAE
Sobha L.L.C (Note 1(a))	UAE
Sobha Capital L.L.C (Note 1 (d))	UAE
Sobha Furniture Systems L.L.C (Note 1 (e))	UAE
Sobha Energy Solutions L.L.C (Note 1 (g))	UAE

Further, during the year, the Group disposed of its interest in certain entities as disclosed under Note 32 which have not be included in the tax group for corporate tax purposes.

Current and deferred tax for entities within a tax group are determined on a consolidated basis and paid according to the tax group's current tax liability.

As per CT Law, each tax group member is jointly and severally liable for the corporate tax liability, although the tax group's Parent Company is responsible for making the payment and ensuring compliance on behalf of all members.

Current tax

Current tax is the expected tax payable on the taxable income for the period, using tax rates enacted or substantively enacted at the reporting date in the countries where the Group entities operate and generate taxable income, and any adjustment to tax payable in respect of previous periods. Deferred income taxes are calculated based on the balance sheet liability method.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

4 Material accounting policies (continued)

4.20 Income tax (continued)

Deferred tax

Deferred tax is recognised for all temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they are recovered, based on the laws that have been enacted or substantively enacted by the reporting date in the countries where the Group entities operate and generate taxable income.

A deferred tax asset is recognised to the extent that it is probable that future taxable profits will be available against which the temporary differences can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

Deferred tax liabilities are generally recognised in full, although IAS 12 'Income Taxes' specifies limited exemptions. As a result of these exemptions, the Group does not recognise deferred tax on temporary differences related to its investment in subsidiaries.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

4.21 Operating segments

An operating segment is a component of the Group that engages in revenue earning business activities; whose operating results are regularly reviewed by the chief operating decision maker and for which discrete financial information is available.

Once an operating segment has been identified, the Group needs to report segment information if the segment meets any of the following quantitative thresholds:

- its reported revenue (external and inter-segment) is 10% or more of the combined revenue, internal and external, of all operating segments or
- its reported profit or loss is 10% or more of the greater, in absolute amount, of (i) the combined profit of all operating segments that did not report a loss and (ii) the combined loss of all operating segments that reported a loss or
- its assets are 10% or more of the combined assets of all operating segments.

IFRS 8 specifies that if the total external turnover reported by the operating segments identified by the size criteria is less than 75% of total Group revenue then additional segments need to be reported on until the 75% level is reached.

If segments have similar economic characteristics, then they can be aggregated into a single operating segment and viewed together for the purposes of the size criteria.

4.22 Acquisitions involving entities or businesses under common control

Management uses the following criteria to evaluate whether an acquisition has substance to apply the purchase method or the pooling of interest method where the transaction lacks substance:

- the purpose of the transaction;
- the involvement of outside parties in the transaction, such as non-controlling interests or other third parties;
- whether or not the transaction is conducted at fair value;
- the existing activities of the entities involved in the transactions;
- whether or not it is bringing entities together into a reporting entity that did not exist before; and
- where a new company is established, whether it is undertaken in connection with an IPO or spin-off or other change in control and significant change in ownership.

4 Material accounting policies (continued)

4.22 Acquisitions involving entities or businesses under common control (continued)

Accounting for acquisitions involving entities or businesses under common control is outside the scope of IFRS 3 "Business Combinations". In the case of an absence of specific guidance in IFRS, management use their judgement in developing and applying an accounting policy that is relevant and reliable. In making that judgement the management may also consider the most recent pronouncements of other standard-setting bodies that use a similar conceptual framework to develop accounting standards, to the extent that these do not conflict with the IFRS.

Management has adopted the pooling of interest method of accounting for acquisitions under common control. Under this method, there is no requirement to fair value the assets and liabilities of the transferred entities and hence no goodwill is created upon transfer of ownership as the balances remain at book value.

4.23 Investment in a joint venture

The Company's control over the joint venture is established through a joint venture agreement.

Investment in joint a venture is accounted for using the equity method.

The carrying amount of the investment in a joint venture is increased or decreased to recognise the Group's share of the profit or loss and other comprehensive income of the associate and joint venture, adjusted where necessary to ensure consistency with the accounting policies of the Group.

Where the Group's share of losses in investment in joint venture equals or exceeds its equity accounted interest in the entities, including any other unsecured long-term receivables, the Group does not recognise further losses unless it has incurred obligations or made payments on behalf of the other entity.

Unrealised gains and losses on transactions between the Group and its joint venture are eliminated to the extent of the Group's interest in those entities. Where unrealised losses are eliminated, the underlying asset is also tested for impairment.

4.24 Significant management judgment in applying accounting policies and estimation uncertainty

When preparing the consolidated financial statements management undertakes significant judgments, estimates and assumptions in applying the accounting policies of the Group that have the most significant effect on the consolidated financial statements and assumptions about recognition and measurement of assets, liabilities, income and expenses.

The actual results may differ from the judgments, estimates and assumptions made by management, and will seldom equal the estimated results.

Impairment of financial assets

The carrying amounts of the Group's financial assets are reviewed at each consolidated statement of financial position date or whenever there is any indication of impairment. If any such indication exists, the recoverable value of the financial assets is estimated. An impairment loss is recognised where the carrying amount of a financial asset exceeds its recoverable value. Impairment losses are recognised in the consolidated statement of comprehensive income.

Use of estimates and judgements - IFRS 15

Satisfaction of performance obligations

The Group is required to assess each of its contracts with customers to determine whether performance obligations are satisfied over time or at a point in time in order to determine the appropriate method of recognising revenue. The Group has assessed that based on the sale and purchase agreements entered into with customers with specific identification of unit, and the provisions of relevant laws and regulations, where contracts are entered into to provide real estate assets to customer, the Group does not create an asset with an alternative use to the Group and usually has an enforceable right to payment for performance completed to date. In these circumstances, the Group recognises revenue over time. Where this is not the case, revenue is recognised at a point in time.

4 Material accounting policies (continued)

4.24 Significant management judgment in applying accounting policies and estimation uncertainty (continued)

Use of estimates and judgements - IFRS 15 (continued)

Determination of transaction prices

The Group is required to determine the transaction price in respect of each of its contracts with customers. In making such judgement, the Group assesses the impact of any variable consideration in the contract, due to discounts or penalties, the existence of any significant financing component in the contract and any non-cash consideration in the contract.

Transfer of control in contracts with customers

In cases where the Group determines that performance obligations are satisfied at a point in time, revenue is recognised when control over the assets that is subject to the contract is transferred to the customer. In case of contracts to sell real estate assets, this is generally when the unit is handed over to the customers.

Allocation of transaction price to performance obligations in contracts with customers

The Group has elected to apply the input method in allocating the transaction price to performance obligations where revenue is recognised over time. The Group considers that the use of the input method which requires revenue recognition on the basis of the Group's efforts to the satisfaction of performance obligations provides the best reference for revenue actually earned. In applying the input method, the Group estimates the costs to complete the project in order to determine the amount of revenue to be recognised. The estimates include the cost of providing infrastructure, potential claims by contractors as evaluated by the project consultant and the cost of meeting other contractual obligations to the customers.

Cost to complete the projects

The Group has estimated the costs to complete the projects in order to determine the cost attributable to the revenue being recognised. The estimates include the cost of providing infrastructure, potential claims by contractors as evaluated by the project consultant and the cost of meeting other contractual obligations to the customers.

Impairment of non-financial assets

An impairment loss is recognised for the amount by which the asset's or cash-generating unit's carrying amount exceeds its recoverable amount. To determine the recoverable amount, management estimates expected future cash flows from each cash-generating unit and determines a suitable interest rate in order to calculate the present value of those cash flows. In the process of measuring expected future cash flows management makes assumptions about future operating results. These assumptions relate to future events and circumstances. The actual results may vary and may cause significant adjustments to the Group's assets within the next financial year. In most cases, determining the applicable discount rate involves estimating the appropriate adjustment to market risk and the appropriate adjustment to asset-specific risk factors.

Control assessment

The Company reassesses whether or not it controls or has significant influence over an investee, if facts and circumstances indicate that there are changes to one or more of the three elements of control listed in Note 4.7. Management has reviewed its control assessments in accordance with IFRS 10 and IAS 28 and has concluded that there is no effect on the classification of any of the Company's investee held during the year or comparative periods covered by or under these consolidated financial statements.

Income tax

There are considerable estimates required in determining the provision for income taxes. There are some transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. In the event that the final tax outcome of these matters is different from the amounts that were initially recorded, such differences could potentially impact the income tax and deferred tax provisions in the period in which such determination is made.

4 Material accounting policies (continued)

4.25 Estimation uncertainty

Determination and measurement of useful lives of property and equipment and intangible assets

The Group estimates the useful lives of its property and equipment and intangible assets based on the period over which the assets are expected to be available for use. The Group reviews annually the estimated useful lives of property and equipment and intangible assets based on factors that include asset utilisation, internal technical evaluation, technological changes, environmental and anticipated use of the assets. It is possible that future results of operations could be materially affected by changes in these estimates brought about by changes in the factors mentioned. A reduction in the estimated useful lives would increase the recorded depreciation expense for property and equipment and amortization expense for intangible assets and decrease the carrying value of the related assets. Residual values are not considered as they are deemed immaterial.

Properties under development

Management estimates the net realisable values of properties, taking into account the most reliable evidence available at each reporting date. The future realisation of these properties may be affected by future circumstances that may reduce future selling prices.

Fair value of investment properties

Investment property is stated at fair value as at the reporting date. Gain or losses arising from changes in the fair values are included in the consolidated statement of comprehensive income in the year in which they arise. The fair value of investment properties' are determined by independent real estate valuation experts using recognised valuation techniques. In some cases, the fair values are determined based on recent real estate transactions with similar characteristics and location to those of the Group's properties. When the fair value of the properties is assessed to be not significantly different from its last valuation, such properties are recorded at the value of the last valuation.

The determination of the fair value of investment properties requires the use of estimates such as future cash flows from assets and discount rates applicable to those assets. These estimates are based on local market conditions existing at the end of the reporting period.

Where market values are readily available, determining fair values of investment property is dependent on management's judgment as to what it considers as comparable units in the active market. Judgment is influenced by various criteria such as but not limited to unit type, floor area and unit location within a property. If the assumptions used under these methods are changed, the fair value may also change significantly.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

5 Property and equipment

	Land AED '000	Buildings AED '000	Machinery and other equipment AED '000	Furniture and fixtures AED '000	Vehicles AED '000	Aircraft AED '000	Other assets AED '000	Capital work in progress (a) AED '000	Total AED '000
2024									
Cost									
Balance at January 1, 2024	-	77,747	15,454	2,763	6,317	158,836	11,257	-	272,374
Additions	-	4,873	9,959	445	1,500	-	-	111,561	128,338
Transferred from investment properties (Note 8)	114,511	-	-	-	-	-	-	-	114,511
Transferred from properties under development (Note 9)	6,800	-	-	-	-	-	-	-	6,800
Disposals	-	-	-	-	(529)	-	-	-	(529)
On disposal of branch/subsidiaries (Note 32)	-	-	(3,246)	(383)	(16)	(158,836)	-	(171)	(162,652)
Balance at December 31, 2024	121,311	82,620	22,167	2,825	7,272	-	11,257	111,390	358,842
Accumulated depreciation									
Balance at January 1, 2024	-	41,027	10,167	2,089	6,018	17,276	10,891	-	87,468
Charge for the year*	-	15,793	2,785	321	216	14,538	366	-	34,019
Disposal	-	-	-	-	(529)	-	-	-	(529)
On disposal of branch/subsidiaries (Note 32)	-	-	(2,752)	(300)	(3)	(31,814)	-	-	(34,869)
Balance at December 31, 2024	-	56,820	10,200	2,110	5,702	-	11,257	-	86,089
Carrying amounts at December 31, 2024	121,311	25,800	11,967	715	1,570	-	-	111,390	272,753

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

5 Property and equipment (continued)

	Buildings AED '000	Machinery and other equipment AED '000	Furniture and fixtures AED '000	Vehicles AED '000	Aircraft AED '000	Other assets AED '000	Capital work in progress AED '000	Total AED '000
2023								
Cost								
Balance at January 1, 2023	74,646	10,259	1,729	8,778	-	11,257	2,274	108,943
Additions	3,101	2,496	652	151	-	-	-	6,400
On acquisition of subsidiaries (Note 31)	-	2,699	382	-	158,836	-	-	161,917
Written-off	-	-	-	(2,612)	-	-	(2,274)	(4,886)
Balance at December 31, 2023	77,747	15,454	2,763	6,317	158,836	11,257	-	272,374
Accumulated depreciation								
Balance at January 1, 2023	25,507	7,178	1,561	7,894	-	9,578	-	51,718
On acquisition of subsidiaries (Note 31)	-	2,373	286	-	14,622	-	-	17,281
Charge for the year	15,520	616	242	579	2,654	1,313	-	20,924
Written-off	-	-	-	(2,455)	-	-	-	(2,455)
Balance at December 31, 2023	41,027	10,167	2,089	6,018	17,276	10,891	-	87,468
Net carrying amount as at December 31, 2023	36,720	5,287	674	299	141,560	366	-	184,906

(a) Capital work in progress represents the following:

- Construction and design cost for temporary office building which is expected to be ready for use by the end of first quarter of the year 2025. As of the reporting date, the Company has a capital commitment amounting to AED 8,774 thousand relating to the temporary office building.
- Construction and design cost for factory building which is expected to be ready for use by the end of the year 2025. As of the reporting date, the Company has a capital commitment amounting to AED 364,756 thousand relating to the factory building.
- Construction and design cost for office building which is expected to be ready for use by the end of the year 2026. As of the reporting date, the Company has a capital commitment amounting to AED 429,815 thousand relating to the office building.

*Depreciation charge of AED 14,926 thousand pertains to discontinued operations.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

6 Intangible assets

	Computer software AED '000	Intangible assets under development AED '000	Total AED '000
2024			
Cost			
Opening balance	7,940	-	7,940
Additions	-	2,928	2,928
Written-off	(360)	-	(360)
Closing balance	<u>7,580</u>	<u>2,928</u>	<u>10,508</u>
Accumulated amortization			
Opening balance	4,768	-	4,768
Charge for the year	426	-	426
Closing balance	<u>5,194</u>	<u>-</u>	<u>5,194</u>
	<u>2,386</u>	<u>2,928</u>	<u>5,314</u>
2023			
Cost			
Opening balance	5,447	-	5,447
Additions	2,493	-	2,493
Written-off	-	-	-
Closing balance	<u>7,940</u>	<u>-</u>	<u>7,940</u>
Accumulated amortization			
Opening balance	4,390	-	4,390
Charge for the year	378	-	378
Closing balance	<u>4,768</u>	<u>-</u>	<u>4,768</u>
	<u>3,172</u>	<u>-</u>	<u>3,172</u>

Intangible assets under development pertains to ERP software being developed by the Group, as of the reporting date. The ERP software is expected to be ready for use before the end of the fiscal year 2025. As of the reporting date, the Group has a capital commitment amounting to AED 4,237 thousand pertaining to the ERP software. (refer Note 34)

7 Right-of-use asset

	2024 AED'000	2023 AED'000
<i>Land</i>		
Cost		
Addition (Note 22)	20,044	-
Closing balance	<u>20,044</u>	<u>-</u>
Accumulated depreciation		
Charge for the year	477	-
Closing balance	<u>477</u>	<u>-</u>
Net carrying value as at December 31,	<u>19,567</u>	<u>-</u>

During the year, Sobha Furniture Systems L.L.C, a subsidiary, entered into a lease agreement with Dubai Industrial City L.L.C ("DIC") which grants the entity the use of a parcel of land owned by DIC for a period of 49 years from the lease commencement date.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

8 Investment properties

		2024	2023
		AED '000	AED '000
Opening balance		2,278,310	1,303,186
Fair value gain		545,125	2,204,554
Additions (Note 23)		2,752,855	1,216,519
Additions to investment properties under development		20,056	-
On acquisition of subsidiary (Note 31)		-	84,557
Transferred to property and equipment (a) (Note 5)		(114,511)	-
Transferred to a related party (Note 14)		-	(8,325)
Transferred to properties under development (Note 9)		(2,443,009)	(2,522,181)
		<u>3,038,826</u>	<u>2,278,310</u>
Particulars	Location	2024	2023
		AED '000	AED '000
Building	7 units of commercial space in 'Sobha Sapphire' – Business Bay, Dubai, UAE	24,847	24,847
Building	Neighborhood clubhouse, Sobha Hartland, Dubai, UAE (f)	14,656	-
Land	Plot No 194, Bukadra, Dubai (a)	669,627	2,119,544
Land	Plot 31 – 32, Sobha Hartland, Al Merkadh, Dubai, UAE (b)	88,180	87,890
Land	Plot No 1374, Jebel Ali Industrial First, Dubai, UAE (c)	46,029	46,029
Land	Plot No 11, Al Yufrah 1, Dubai, UAE (d)	769,475	-
Land	Plot No 489, Jebel Ali First Community, Dubai, UAE (e)	1,405,956	-
Under development	Sobha Mall, Sobha Hartland, Dubai, UAE (g)	19,617	-
Under development	Technicians' residence, Jebel Ali Industrial First, Dubai, UAE (h)	439	-
		<u>3,038,826</u>	<u>2,278,310</u>

Certain plots of land and building have been pledged as security for the Group's borrowings (Note 21).

- (a) On January 1, 2023 and April 1, 2023, the Group transferred investment property located at Plot No. 194, Bukadra, Dubai, UAE, amounting to AED 150,000 thousand and AED 71,898 thousand respectively to properties under development, for the purpose of developing real estate projects on the said investment properties. On July 10, 2023, the Group transferred investment property amounting to AED 1,511,452 thousand to properties under development. Further, on December 1, 2023, the Group purchased additional rights to Gross Floor Area (GFA) for change in the development scope and usage of the investment property amounting to AED 500,000 thousand. Further, during the year 2023, the Group transferred certain portion of the plot to key management personnel of the Company amounting to AED 8,325 thousand. Based on fair valuation exercises carried out during the year the Company recorded fair value gains amounting to AED 2,201,221 thousand in respect of Plot No. 194.

On May 31, 2024, and June 15, 2024, the Group transferred investment property amounting to AED 209,935 thousand and AED 151,799 thousand respectively to properties under development, for the purpose of developing real estate projects on the said property.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

8 Investment properties (continued)

The Group recorded a fair value gain of AED 58,371 thousand in respect of this property, pursuant to the fair valuation exercise carried out on June 29, 2024. On July 8, 2024, October 23, 2024, and November 25, 2024, the Group transferred investment property amounting to AED 313,604 thousand, AED 160,315 thousand and AED 558,124 thousand respectively to properties under development, for the purpose of developing real estate projects on the said property. Further, during the year, the Group transferred AED 114,511 thousand to property and equipment for the construction of Global square office.

- (b) Plot 31 – 32, Sobha Hartland, Al Merkadh, Dubai, UAE pertains to land parcels acquired as a result of acquisition of Sobha Capital LLC, through a common control transaction on September 30, 2023. The Group recorded a fair value gain of AED 3,333 thousand in respect of this property, pursuant to the fair valuation exercise carried out on December 31, 2023. Further, the Group recorded a fair value gain of AED 290 thousand in respect of this property, pursuant to the fair valuation exercise carried out on June 29, 2024.
- (c) On May 3, 2023, the Company purchased an investment property located at Plot No. 1374 (599-221), Jebel Ali Industrial First, Dubai, UAE for an amount of AED 46,029 thousand (including Dubai Land Department (DLD) fees).
- (d) On May 31, 2024, the Company purchased an investment property located at Plot No. 11, Al Yufrah 1, Dubai, UAE for an amount of AED 634,400 thousand (including DLD fees). The Group recorded a fair value gain of AED 204,679 thousand in respect of this property, pursuant to the fair valuation exercise carried out on June 29, 2024. On August 8, 2024, the Group transferred investment property amounting to AED 69,604 thousand to properties under development, for the purpose of developing real estate projects on the said property.
- (e) On June 21, 2024, the Company entered into an agreement to purchase an investment property located at Plot No 489, Jebel Ali first community, Dubai, UAE for a total consideration amount of AED 1,508,000 thousand (including DLD fees), payable in instalments over a period of 2 years. Accordingly, the cash price equivalent value of the investment property amounted to AED 1,405,956 thousand.
- (f) During the current year, the Company developed a building “Neighbourhood clubhouse” located at Sobha Hartland, Dubai, UAE for an amount of AED 14,656 thousand which comprises of construction costs amounting to AED 14,087 thousand and design and supervision costs amounting to AED 569 thousand.
- (g) During the current year, the Company started developing “Sobha Mall” located at Sobha Hartland, Dubai, UAE. The addition to investment property under development amounted to AED 19,617 thousand which comprises of construction costs amounting to AED 17,553 thousand and design and supervision costs amounting to AED 2,064 thousand. The said investment property is expected to be ready for use by the end of the year 2026.
- (h) During the current year, the Group started developing “Technicians’ residence” located at Jebel Ali Industrial First, Dubai, UAE. The addition to investment under development amounted to AED 439 thousand which comprises of construction costs amounting to AED 438 thousand and design and supervision costs amounting to AED 1 thousand. Development is expected to be ready for use by the end of the year 2025.
- (i) On February 1, 2024, the Company entered into an agreement to purchase an investment property located at Plot No. 674 – (258, 260 & 301-303), Motor City Dubai, UAE for a total consideration of AED 408,005 thousand (including DLD fees), payable in instalments over a period of 2 years. Accordingly, the cash price equivalent value of the investment property amounted to AED 377,746 thousand. The Group recorded a fair value gain of AED 167,841 thousand in respect of this property, pursuant to the fair valuation exercise carried out on March 29, 2024. On March 29, 2024, the Group transferred investment property amounting to AED 545,587 thousand to properties under development, for the purpose of developing real estate projects on the said property.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

8 Investment properties (continued)

On March 27, 2024, the Company purchased an investment property located at Plot No. 674 – (318 & 319), Motor City Dubai, UAE for an amount of AED 320,097 thousand (including DLD fees). The Group recorded a fair value gain of AED 113,944 thousand in respect of this property, pursuant to the fair valuation exercise carried out on June 30, 2024. On September 5, 2024, the Group transferred investment property amounting to AED 434,041 thousand to properties under development, for the purpose of developing real estate projects on the said property.

- (j) On June 9, 2022, the Company purchased an investment property located at Plot No. 1238 (643-8092), Wadi Al Safa Two, Dubai, UAE for an amount of AED 80,591 thousand (including DLD fees) at an auction. On December 31, 2022, the Group recorded a fair value gain of AED 37,748 thousand in respect of this property, pursuant to the fair valuation exercise carried out on December 31, 2022. On March 2, 2023, the Company paid an additional amount of AED 40,014 thousand to DUBAI LAND (LLC) for change in the development scope and usage of the investment property. On April 1, 2023, and July 1, 2023, the Group transferred AED 75,498 thousand and AED 82,856 thousand to properties under development, for the purpose of developing real estate projects on the said property.

On January 26, 2023, the Company purchased and transferred the investment property to properties under development located at Plot No. 855 (393-5816), Al Thanyah Fifth Community, Dubai, UAE for an amount of AED 147,173 thousand (including DLD fees) for the purpose of developing real estate projects on the said properties.

During the year 2023, the Company purchased an investment property Plot No. 3681 (392-661) and Plot No. 3682 (392-662), Marsa, Dubai, UAE amounting to AED 483,302 thousand (including DLD fees) from a third party which was transferred to properties under development for the purpose of developing real estate projects on the said property.

As of the reporting date, the Company's outstanding payables in relation to the purchase of investment properties amounted to AED 1,086,838 thousand (2023: AED 691,425 thousand) (refer Note 23).

As of the reporting date, the Company has a capital commitment amounting to AED 135,038 thousand and AED 68,656 thousand related to the development of "Sobha Mall" and "Technician residence", respectively (refer Note 34).

Note 37 sets out the method used for the determination of the estimated fair value of the investment properties.

9 Properties under development

	2024 AED '000	2023 AED '000
Properties under development	<u>2,939,949</u>	<u>2,269,535</u>

Movement in the properties under development during the year is as follows:

	2024 AED '000	2023 AED '000
Opening balance	2,269,535	1,520,735
Transferred from investment properties (Note 8)	2,443,009	2,522,181
Additions during the year	3,613,450	2,050,617
Transferred to property and equipment (Note 5)	(6,800)	-
Transferred to direct costs – net	<u>(5,379,245)</u>	<u>(3,823,998)</u>
Closing balance	2,939,949	2,269,535
Less: Non-current portion	-	(24,109)
Current portion	<u>2,939,949</u>	<u>2,245,426</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

9 Properties under development (continued)

Properties under development represents the cost of land, development cost of villas, apartments and infrastructure being developed within the Sobha Hartland project, located at Mohammed Bin Rashid Al Maktoum City, Sobha One project located at Ras Al Khor, S-Tower project located at Sheikh Zayed Road, Dubai, Sobha Verde project located at Al Thanyah Fifth Community, Dubai, Sobha Reserve project located at Plot No 1238 (643-8092), Wadi Al Safa Two, Dubai, Sobha Sea Haven project located at Al Marsa, Dubai Marina, Dubai, UAE, Sobha Hartland II project located at Bukadra, Dubai, UAE, Sobha Orbis project located at Motor City, Dubai, UAE, Sobha Elwood project located at Al Yufrah 1, Dubai, UAE and Sobha Solis project located at Motor City, Dubai, UAE.

Additions to properties under development include capitalized borrowing costs amounting to AED 77,294 thousand (2023: AED 33,751 thousand) (refer Note 28).

10 Investment in joint venture

Name of the joint venture	Country of incorporation and principal place of business	Principal activity	Proportion of ownership interests held by the Group at year end	
			2024	2023
		Real estate development and sales		
Sobha Al Siniya FZC	United Arab Emirates		50%	-

On July 10, 2024, the Company entered into a Joint Venture agreement with UAQ PROPERTIES to form a joint venture Sobha Al Siniya FZC.

The investment in Sobha Al Siniya FZC is accounted for using the equity method in accordance with IAS 28 - Investments in Associates and Joint Ventures.

Summarised financial information of Sobha Al Siniya FZC is set out below:

	2024
	AED'000
Non-current assets	300,495
Current assets*	1,446,626
Total assets	1,747,121
Current liabilities	896,340
Total liabilities	896,340
Net assets	850,781
*Includes cash and cash equivalents	864,899
	2024
	AED'000
Revenue	113,237
Profit and total comprehensive income for the year	45,781
Depreciation and amortisation	-
Tax expense	(4,491)

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

10 Investment in joint venture (continued)

A reconciliation of the summarised financial information to the carrying amount of the investment in Sobha Al Siniya is set out below:

	2024 AED'000
Total net assets of Sobha Al Siniya FZC	850,781
Proportion of ownership interests held by the Group	50%
Carrying amount of the investment in Sobha Al Siniya FZC	425,391

	2024 AED'000
Investment in Sobha Al Siniya FZC*	402,500
Share of profit	22,891
Carrying amount of the investment in Sobha Al Siniya FZC	425,391

*Investment amount of AED 201,250 thousand remains payable as at the reporting date.

No dividends were received from Sobha Al Siniya FZC during the year ended December 31, 2024.

11 Financial asset

	2024 AED '000	2023 AED '000
Future sale proceeds of equity instrument at FVOCI	-	2,011,692

Movement in the financial asset is as follows:

	2024 AED '000	2023 AED '000
Opening balance	2,011,692	1,211,049
Change in fair value (Note 19)	-	807,524
Foreign exchange loss (Note 19)	-	(6,881)
Transfer of non-cash asset to shareholders*	(2,011,692)	-
Closing balance	-	2,011,692

The shareholders (the "Declarants") of the Company, being the legal and beneficial owners of 48.58% of the shares in Sobha Limited, an entity listed in India ("Sobha Limited Shares"), had entered into a Deed of Declaration in favour of the Company, declaring to assign to the Company any sale proceeds received in the event of any sale, transfer or other similar disposal of the Sobha Limited Shares. Consequently, the Company accounted for such assignment to receive the proceeds as a financial asset and the valuation was linked to the fair value of the Sobha Limited Shares as determined with reference to the published price in the quoted market.

*On March 4, 2024, the Company and the Declarants mutually terminated the Deed of Declaration with an effective date of January 1, 2024, and accordingly, the Company no longer has the rights to proceeds from any sale, transfer or other similar disposal of the Sobha Limited Shares. Consequently, the Company has cancelled the rights to sale proceeds from Sobha Limited Shares, with the resulting impact recorded in the retained earnings of the Group. Further, the corresponding fair value reserve amounting to AED 1,500,291 thousand has been transferred to retained earnings (Note 19).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

12 Trade and other receivables

	2024 AED '000	2023 AED '000
<i>Financial assets</i>		
Trade receivables	5,809,178	5,141,323
Deposits	56,994	129,660
Other receivables	246	2,124
	<u>5,866,418</u>	<u>5,273,107</u>
<i>Non-financial assets</i>		
Prepayments	25,728	5,150
Advance to suppliers	149,118	57,651
Advances**	57,500	44,500
VAT receivable – net	61,486	46,371
Deferred expenses*	90,113	160,477
Staff advances	3,387	3,293
	<u>387,332</u>	<u>317,442</u>
	<u>6,253,750</u>	<u>5,590,549</u>

*This represents commission paid to third party brokers.

**Advances of AED 57,500 thousand (2023: AED 44,500 thousand) represents amounts paid in advance to certain minority shareholders of Sobha Lifestyle City Limited, in relation to the purchase of certain shares of the minority shareholders. The said advances shall be treated as an increase in investment in subsidiary after the completion of the necessary legal process.

13 Cash and cash equivalents

	2024 AED '000	2023 AED '000
Cash on hand	379	8,766
Cash at banks		
- in escrow account*	2,414,257	689,149
- in current account	390,731	1,408,590
- in DSRA/FSRA accounts	20,525	-
	<u>2,825,513</u>	<u>2,097,739</u>
	<u>2,825,892</u>	<u>2,106,505</u>

*The balance in escrow account relates to advances collected from customers which are available for payments relating to the construction of properties under development.

Certain escrow accounts maintained in the name of Sobha L.L.C are under lien against the Group's borrowings (Note 21).

14 Related parties

The Group in the normal course of business carries on business with other enterprises that fall within the definition of a related party. The Group's related parties include its Shareholders, key management personnel, joint venture and entities controlled by such parties. Transactions with related parties normally comprise transfer of resources, services, or obligations between the parties. Transactions carried out with related parties are measured at amounts agreed by both parties.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

14 Related parties (continued)

Balances with related parties included in the consolidated statement of financial position are as follows:

	2024 AED '000	2023 AED '000
Due from related parties		
<i>Joint venture</i>		
Sobha Al Siniya FZC	132,142	-
<i>Shareholder</i>		
Mr. Puthan N C Menon	39,524	-
<i>Associated undertakings</i>		
Sobha Furniture Industries - L.L.C - O.P.C	-	274
Sobha Modular Industries LLC - O.P.C	-	499
SIA Landscaping	-	204
	171,666	977
	2024 AED '000	2023 AED '000
Due to related parties		
<i>Associated undertakings</i>		
Sobha Constructions L.L.C	361,775	177,625
Sobha Corporate L.L.C	879	16,322
PNC Architects	31,964	45,304
Latinem Facilities Management L.L.C	4,805	9,404
Latinem Securities L.L.C	1,141	-
Latinem Private Limited – India	512	-
Sobha Furniture Industries - L.L.C - O.P.C	527	-
Latinem Landscaping L.L.C	2,335	-
Sobha Aviation DWC LLC	102	-
	404,040	248,655
	2024 AED '000	2023 AED '000
Loan from shareholders		
Opening balance	1,001,650	-
Transfer from shareholders' account* (Note 17)	-	999,619
Interest expense on loan from shareholders (Note 28)	81,437	20,968
Repaid during the year	(83,087)	(18,937)
Closing balance	1,000,000	1,001,650

*On October 1, 2023, the Company entered into a loan agreement with Mr. Puthan NC Menon and Mrs. Sobha Menon (together referred to as the "Shareholders") to grant the Company an unsecured term loan facility of a total principal amount not exceeding AED 5,000,000,000 including any transfer of funds from the Shareholders' account which shall be available to the Company in multiple tranches as and when requested by the Company, on the terms, and subject to the conditions specified in the agreement. The Company shall pay interest on the drawn amount at the rate of 3 Months SOFR (Secured Overnight Financing Rate) + 300 basis points. The loan shall be repaid after 10 years from the date of first of drawdown. Consequently, effective October 1, 2023, the Board of Directors of the Company, resolved to transfer the amount of AED 999,619 thousand from the shareholders' account to the loan account (Note 17).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

14 Related parties (continued)

Key management personnel compensation

Key management personnel of the Group are the Chairman, Co-Chairman, Group Chief Financial Officer, Chief Executive Officer, Directors and the Manager. During the year, the key management personnel compensation was as follows:

	2024 AED '000	2023 AED '000
Salaries and benefits	70,130	67,005
Transfer of investment property (Note 8)	-	8,325

Transactions with related parties

Significant transactions carried out with related parties are as follows:

	2024 AED '000	2023 AED '000
Construction and development expenses for properties under development	3,220,768	1,757,199
Royalty expenses (Note 27)	88,897	16,322
Interest on loan from shareholders (Note 28)	81,437	20,968
Project design and supervision fee charged by a related party	193,989	124,309
Transfer of end of service benefits to a related party (Note 20)	3,360	-
Transfer of accrued leave salary to a related party	770	-
Administration and management fee (Note 26)	-	10,068
Development management fees (Note 29)	3,521	-
Dividends (Note 15.1)	602,510	90,400

15 Share capital

The authorised, issued and fully paid-up share capital of the Company is AED 300,000 divided into 300 shares of AED 1,000 each.

	2024 AED '000	2023 AED '000
Authorised, issued and fully paid-up share capital (300 shares)	300	300

The shareholding is as follows:

	2024			2023		
	%	No. of shares	AED'000	%	No. of shares	AED'000
Mr. Puthan N C Menon	53%	159	159	53%	159	159
Mrs. Sobha Menon Raghavan Nair	47%	141	141	47%	141	141
	100%	300	300	100%	300	300

15.1 Dividends

On February 13, 2024, the board of directors approved the consolidated financial statements of the Group for the year ended December 31, 2023 and declared a dividend of AED 262,690 thousand based on the financial results of the Group. Further, on April 29, 2024, July 29, 2024 and October 25, 2024, the Company declared and paid interim dividends amounting to 109,830 thousand, AED 102,130 thousand and AED 127,860 thousand, respectively. (2023: AED 90,400 thousand).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

16 Statutory reserve

In accordance with the Articles of Association of the Company and Article 103 of the Federal Decree-Law No. (32) of 2021, a minimum of 5% of the net profit of the Company and its subsidiaries' are required to be allocated every year. Such transfers are required to be made until the balance on the statutory reserve equals one half of the Company and its subsidiaries' paid-up share capital.

17 Shareholders' account

	2024	2023
	AED '000	AED '000
Opening balance	-	999,619
Transferred to loan from related parties* (Note 14)	-	(999,619)
	<u>-</u>	<u>-</u>

*On October 1, 2023, the Board of Directors of the Company, resolved to transfer the amount of AED 999,619 thousand from the shareholders' account to loan from shareholders (Note 14).

18 Non-controlling interest (NCI)

	2024	2023
	AED '000	AED '000
Sobha Lifestyle City Limited (a)	<u>188,999</u>	<u>315,010</u>

(a) This represents 11.11% (2023: 18.52%) interest held by various shareholders in the capital and reserves of Sobha Lifestyle City Limited at the reporting date.

The movement in NCI is as follows:

	Sobha Lifestyle City Limited AED '000
2024	
Balance at January 1, 2024	315,010
Increase of investment in a subsidiary	(126,004)
Share of loss for the year	<u>(7)</u>
Balance at December 31, 2024	<u>188,999</u>
2023	
Balance at January 1, 2023	374,946
Increase of investment in a subsidiary	(58,624)
Share of loss for the year	<u>(1,312)</u>
Balance at December 31, 2023	<u>315,010</u>

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

18 Non-controlling interest (continued)

18.1 Subsidiary with material non-controlling interests

The Group's consolidated financial statements include following subsidiary, with material non-controlling interests (NCI):

Name	Proportion of ownership interests held by the NCI		Loss allocated to NCI		Principal activity and principal place of business
	2024	2023	2024	2023	
			AED '000	AED '000	
Sobha Lifestyle City Limited	11.11%	18.52%	7	1,312	Investment in land and properties approved by JAFZA or any other free hold property in the United Arab Emirates

Summarised financial information for the subsidiary in which material non-controlling interests has been identified before intragroup eliminations, is set out below:

	Sobha Lifestyle City Limited	
	2024	2023
	AED '000	AED '000
Non-current	-	-
Current assets	2,019,767	2,019,809
Total assets	2,019,767	2,019,809
Non-current	-	-
Current liabilities	318,771	318,757
Total liabilities	318,771	318,757
Equity attributable to Shareholders of the Company	1,511,997	1,386,042
Non-controlling interests	188,999	315,010

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

18 Non-controlling interest (continued)

18.1 Subsidiary with material non-controlling interests (continued)

	Sobha Lifestyle City Limited	
	2024	2023
	AED '000	AED '000
Revenue	-	-
Loss for the year attributable to Shareholders of the Company	(54)	(5,170)
Loss for the year attributable to NCI	(7)	(1,312)
Net loss for the year	(61)	(6,482)
Net cash used in operating activities	-	(1)
Net cash from investing activities	-	-
Net cash from financing activities	-	-
Net cash outflow	-	(1)

The increase in investment in the subsidiary was affected as follows:

	Sobha Lifestyle City Limited	
	2024	2023
	AED '000	AED '000
Consideration for purchase of additional interests	35,017	29,803
Carrying value of the additional interests acquired	(126,004)	(58,624)
Recognised in retained earnings	(90,987)	(28,821)

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

19 Fair value reserve

The carrying value of fair value reserve as at the reporting date and the movement during the year can be analysed as follows:

	2024	2023
	AED '000	AED '000
Opening balance	1,500,291	699,648
Fair value change on financial assets (Note 11)	-	807,524
Foreign exchange loss on financial assets (Note 11)	-	(6,881)
Transfer to retained earnings on transfer of non-cash asset to shareholders (Note 11)	(1,500,291)	-
Closing balance	<u>-</u>	<u>1,500,291</u>

20 Employees' end of service benefits

	2024	2023
	AED '000	AED '000
Opening balance	15,212	12,776
Charge for the year	11,279	8,955
On disposal of subsidiary	(238)	-
Transferred to a related party (Note 14)	(3,360)	-
Payments made during the year	(6,572)	(6,519)
Closing balance	<u>16,321</u>	<u>15,212</u>

21 Borrowings

	2024			2023		
	Current	Non-current	Total	Current	Non-current	Total
	AED '000	AED '000	AED '000	AED '000	AED '000	AED '000
Term finance	67,594	101,299	168,893	217,755	80,874	298,629
Short term loan	-	-	-	181,833	-	181,833
Sukuk Certificates	-	1,840,563	1,840,563	-	1,046,663	1,046,663
	<u>67,594</u>	<u>1,941,862</u>	<u>2,009,456</u>	<u>399,588</u>	<u>1,127,537</u>	<u>1,527,125</u>

The movement in borrowings is as follows:

	2024	2023
	AED '000	AED '000
Opening balance	1,527,125	1,877,490
Proceeds during the year	1,191,238	1,942,356
On acquisition of subsidiary (Note 31)*	-	110,175
On disposal of subsidiary (Note 32)	(89,868)	-
Interest expense on borrowings	89,442	47,577
Repayments during the year	(708,481)	(2,450,473)
Closing balance	<u>2,009,456</u>	<u>1,527,125</u>

*This pertains to a loan obtained by Sobha Jet Limited, prior to the acquisition of this entity by the Company (Note 31). During the previous year, on December 21, 2023, this loan was fully settled by this entity.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

21 Borrowings (continued)

Sukuk Certificates

On July 17, 2023, Sobha Sukuk Limited, (the SPV), issued 300,000 five-year Sukuk Certificates with a face value of USD 1,000 each, listed on London Stock Exchange and Nasdaq Dubai (ISIN: XS2633136234), an international financial exchange in the Middle East, amounting to USD 300 million with a coupon rate of 8.75% per annum payable semi-annually from January 17, 2024.

On December 6, 2023, P N C Investments L.L.C (the obligor of Sukuk Certificates issued by Sobha Sukuk Limited) repurchased and cancelled Sukuk Certificates with a face value of USD 15 million. Further, on May 29, 2024, the Company repurchased and cancelled Sukuk Certificates with a face value of USD 15 million.

On September 17, 2024, the SPV further issued 230,000 Sukuk Certificates with a face value of USD 1,000 each, to form a single series with the 300,000 Sukuk Certificates previously issued on July 17, 2023, resulting in a total of 500,000 Sukuk Certificates being issued.

As at the reporting date, 500,000 Sukuk Certificates with a face value of USD 500 million remain issued and outstanding. The fair value of the Sukuk Certificates as of the reporting date was USD 1,023.07 (2023: USD 998.25) per sukuk.

Loan from financial institutions

Loan from financial institutions represents term finance and foreign currency loan obtained from financial institutions.

1) Term finance:

During the year 2023, SLLC availed a new term loan facility ("Facility 1") from a financial institution amounting to AED 256 million (USD 69.8 million) of which SLLC received AED 169 million during the year 2023. Further, during the year 2023, SLLC availed a term loan facility ("Facility 2") from a financial institution amounting to AED 220 million (USD 60 million) of which SLLC received AED 81 million during the year 2023. Both Facility 1 and Facility 2 were settled in full by SLLC during the 2023.

During the year 2021, SLLC availed a term loan facility ("Facility 3") from a financial institution with a sanctioned limit of AED 735 million, of which SLLC received an amount of AED 105 million during the 2022. In the year 2023, SLLC received an additional amount of AED 208 million from the financial institution. The total principal balance outstanding on this loan as of December 31, 2023, amounted to AED 200 million. During the current year the loan was settled in full by SLLC.

During the year 2014, the Company obtained a term finance facility ("Facility 4") from a financial institution amounting to AED 500 million. The term finance facility carried variable profit rate at prevailing market rates. The facility was for a period of 5 years. During the year 2019, the Company signed an amendment agreement with the financial institution to extend the repayment of AED 480 million, the outstanding loan amount as of the date of amendment, over a period of 4 years, from the date of amendment. Facility 4 having an outstanding balance of AED 334 million was fully repaid by the Company in the year 2023.

During the year 2018, the Company obtained a term of loan facility ("Facility 5") from a financial institution amounting to AED 140 million. The term finance facility carried variable interest rate at the prevailing market rates. Facility 5 having an outstanding balance of AED 45 million was fully repaid by the Company in the year 2023.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

21 Borrowings (continued)

Loan from financial institutions (continued)

1) Term finance (continued):

During the year 2020, the Company obtained a term loan ("Facility 6") facility from a financial institution amounting to AED 1,400 million. The term finance facility carries variable profit rate at the prevailing market rates. The facility is for a period of 5 years. During the year 2023, AED 1,147 million was paid against Facility 6 and the liability was settled in full.

Sobha Jet Limited entered into a new term loan facility amounting to USD 30 million ("Facility 7") on December 21, 2023, in respect of the purchase of an aircraft. The loan is to be repaid in 60 equal monthly instalments commencing January 2024. The principal outstanding loan as of the reporting date amounted to USD 27 million (AED 99 million). As a result of disposal of Sobha Jet Limited, the outstanding amount of USD 24 million (AED 90 million) as of December 24, 2024, was transferred to a related party (refer Note 32).

On June 24, 2024, the Company entered into a new term loan facility ("Facility 8") amounting to AED 400 million of which the Company received AED 205 million during the year. The loan is to be repaid in 12 quarterly equal instalments. The term finance facility carries variable profit rate at the prevailing market rates. The principal outstanding loan as of the reporting date amounted to AED 169 million.

2) Short term finance:

On November 1, 2023, the Company entered into a new short-term working capital loan facility ("Facility 9") with a financial institution carrying an interest rate of SOFR + 3.6% per annum. During the current year, the loan amounting to USD 50 million (AED 181 million) was settled in full by the Company. Further, on June 7, 2024, the Company availed an additional amount of USD 20 million (AED 74 million). Further, during the current year the outstanding loan amounting to USD 20 million (AED 74 million) was settled in full by the Company.

3) Foreign currency loan:

During the year 2017, SLLC obtained a foreign currency loan ("Facility 10") from a financial institution amounting to USD 50 million (AED 184 million) towards development of certain projects at Sobha Hartland. In 2018, the facility agreement was amended and an additional USD 50 million (AED 184 million) was sanctioned of which USD 48 million (AED 176 million) was disbursed by the financial institution. The loan tenure was 7 years from date of initial disbursement and carried interest at the prevailing market rates and is payable semi-annually. During the year 2021, the repayment of the foreign currency loan commenced upon completion of the moratorium period of 4 years from the date of the agreement amendment. Facility 10 having an outstanding balance of AED 210 million was fully repaid by SLLC in the year 2023.

The above outstanding borrowing facilities are secured by way of:

- Pledge by way of mortgage on Plot 31 and 32, Sobha Hartland, Al Merkadh, Dubai, UAE, Plot No 1374, Jebel Ali Industrial First, Dubai, UAE and Plot No. 463, 464, 466, 467, 468 and 470, Bukadra, Dubai, UAE
- Pledge of 'Facility Service Reserve Account' / 'Debt Service Reserve Account';
- Assignment of insurance policies to respective financial institutions, as per the agreed terms;

The table below analyses the borrowings into relevant maturity groupings based on the contractual maturity date.

	Within one year AED '000	More than one year AED '000	Total AED '000
December 31, 2024	67,594	1,941,862	2,009,456
December 31, 2023	399,588	1,127,537	1,527,125

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

22 Finance lease liability

Finance lease liability recognised in the consolidated statement of financial position can be analysed as follows:

	2024		2023	
	Current AED '000	Non-current AED '000	Current AED '000	Non-current AED '000
Finance lease liability	-	20,033	-	-

The movement in the finance lease liability is as follows:

	2024 AED'000	2023 AED'000
Opening balance	-	46
Addition (Note 7)	20,044	-
Finance cost (Note 28)	2,005	6
Repayments	(2,016)	(52)
Closing balance	20,033	-

Future minimum finance lease payments at the end of each reporting period were as follows:

	Minimum lease payments due		
	Within 1 year AED '000	More than 1 year AED '000	Total AED '000
December 31, 2024			
Lease payments	-	94,547	94,547
Finance charges	-	(74,514)	(74,514)
Net present value	-	20,033	20,033
December 31, 2023			
Lease payments	-	-	-
Finance charges	-	-	-
Net present value	-	-	-

During the year, Sobha Furniture Systems L.L.C, a subsidiary, entered into a lease agreement with Dubai Industrial City L.L.C ("DIC") which grants the Group the use of a parcel of land owned by DIC for a period of 49 years from the lease commencement date. The lease payments for the said lease shall commence from May 2026.

23 Trade and other payables

	2024 AED '000	2023 AED '000
<i>Financial liabilities</i>		
Trade payables*	1,200,598	822,267
Staff payables	234	63,918
Accruals	417,893	231,039
Interest accrued on Sukuk Certificates	77,080	30,407
Other	6,603	2,345
	1,702,408	1,149,976
<i>Non-financial liabilities</i>		
Provision for corporate tax (Note 30)	142,572	-
Advance from customers**	1,281,448	472,426
Excess billings	128,306	32,562
	1,552,326	504,988
	3,254,734	1,654,964
Less: current portion	(2,946,720)	(1,654,964)
Non-current portion	308,014	-

*Trade payables as of the reporting date include AED 1,086,838 thousand (2023: AED 691,425 thousand) payable in relation to the purchase of investment properties (refer Note 8).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

23 Trade and other payables (continued)

The movement in consideration payable with respect to investment property is as follows:

	2024	2023
	AED '000	AED '000
Opening balance	691,425	169,712
Purchase of investment properties (Note 8)	2,752,855	1,216,519
Unwinding impact (Note 28)	63,176	-
Repayments during the year	<u>(2,420,618)</u>	<u>(694,806)</u>
Closing balance	1,086,838	691,425
Less: current portion	<u>(778,824)</u>	<u>(691,425)</u>
Non-current portion	<u>308,014</u>	<u>-</u>

The table below analyses the consideration payable in respect of investment property purchases into the relevant maturity groupings based on the contractual maturity date.

	Within one year	More than one year	Total
	AED '000	AED '000	AED '000
December 31, 2024			
Payments	840,100	315,866	1,155,966
Finance charges	<u>(61,276)</u>	<u>(7,852)</u>	<u>(69,128)</u>
Net present value	778,824	308,014	1,086,838
December 31, 2023			
Payments	691,425	-	691,425
Finance charges	<u>-</u>	<u>-</u>	<u>-</u>
Net present value	691,425	-	691,425

**Advance from customers substantially represent amounts received from customers in relation to the sale of villas, apartments and properties in accordance with the payment schedule stated in the sale and purchase agreements with customers.

24 Revenue

	2024	2023
	AED '000	AED '000
Revenue from sale of apartments and villas	8,963,895	6,552,585
Less: units cancelled during the year*	<u>(74,231)</u>	<u>(59,852)</u>
Revenue from security services	<u>-</u>	<u>11,694</u>
	<u>8,889,664</u>	<u>6,504,427</u>

*As a result of customer defaults, sales and purchase agreements with customers for 48 units (2023: 50 units) have been cancelled and the Group has reinstated these units.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

25 Direct costs

	2024	2023
	AED '000	AED '000
Land cost	1,844,497	1,555,704
Construction cost	2,981,219	1,651,278
Infrastructure cost	216,097	152,350
Finance cost	102,050	80,471
Design cost	128,978	100,039
Overheads	148,198	322,734
Less: cost of units cancelled during the year	(41,794)	(38,578)
Other direct costs	-	10,719
	<u>5,379,245</u>	<u>3,834,717</u>

26 Administrative and general expenses

	2024	2023
	AED '000	AED '000
Salaries and other benefits	230,281	196,765
Commission expense	221,307	252,066
Legal and professional	19,319	19,933
Communication expense	19,084	15,276
Charity and donation	18,000	-
Repairs and maintenance	17,498	17,941
Aircraft management fees	11,278	880
Bank charges	3,319	3,983
Printing and stationary	2,282	2,872
Utilities	1,522	5,563
Rent**	958	738
Administration and management fee* (Note 14)	-	10,068
Property and equipment written-off (Note 5)	-	2,431
Vehicle maintenance	-	699
Other	24,986	19,742
	<u>569,834</u>	<u>548,957</u>

*Administration and management fee include service fees previously charged by a related party for the management services provided to the Group and cost of association charges to the Owners' association.

** The Group has elected not to recognize a lease liability for short term leases (leases with an expected term of 12 months or less) or for leases of low value assets as per the practical expedients available under IFRS 16. Payments under such leases are expensed on a straight-line basis.

27 Selling and marketing expenses

	2024	2023
	AED '000	AED '000
Commission expense	833,129	998,466
Advertisement and marketing	439,046	273,529
Business promotion	65,435	50,581
Royalty expense (Note 14)	88,897	16,322
	<u>1,426,507</u>	<u>1,338,898</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

28 Finance costs – net

	2024	2023
	AED '000	AED '000
Interest on borrowings*	136,115	77,984
Interest capitalised to properties under development (Note 9)	<u>(77,294)</u>	<u>(33,751)</u>
Net interest on borrowings	58,821	44,233
Interest on borrowings pertaining to discontinued operations	<u>(6,742)</u>	-
Net interest on borrowings from continuing operations	52,079	44,233
Interest on loan from shareholders (Note 14)	81,437	20,968
Interest on finance lease liability (Note 22)	2,005	6
Unwinding impact on consideration payable (Note 23)	63,176	-
Loan processing fees	<u>29,147</u>	<u>17,420</u>
	<u>227,844</u>	<u>82,627</u>

*Interest on borrowings include interest accrued on Sukuk Certificates.

29 Other income

	2024	2023
	AED '000	AED '000
Late payment charges	125,956	64,643
Interest income on deposits	92,205	9,729
Gain on sale of properties and equipment	57	-
Development management fees (Note 14)	3,521	-
Other	<u>12,665</u>	<u>35,578</u>
	<u>234,404</u>	<u>109,950</u>

30 Income tax

Tax expense recognised in consolidated statement of comprehensive income comprises the sum of deferred tax and current tax expense not recognised in other comprehensive income or directly in equity.

The calculation of current tax is based on tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period. Deferred income taxes are calculated using the balance sheet liability method.

Deferred tax assets are recognised to the extent that it is probable that the underlying tax loss or deductible temporary difference will be utilized against future taxable income.

Furthermore, the income tax expense relates to Group's operations in the United Arab Emirates and the United Kingdom which is subject to an effective tax rate of 9% and 19% respectively.

The Group offsets tax assets and liabilities if and only if it has a legally enforceable right to set off current tax assets and current tax liabilities and the deferred tax assets and deferred tax liabilities relate to income taxes levied by the same tax authority.

Income tax expense comprises of the following:

	2024	2023
	AED '000	AED '000
Current tax expense		
Current period	142,572	-
Deferred tax expense		
Temporary differences	<u>38,713</u>	-
Tax expense	<u>181,285</u>	-

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

30 Income tax (continued)

Movement in the income tax payable is as follows:

	2024 AED '000	2023 AED '000
Provided during the period	142,572	-
Closing balance	<u>142,572</u>	<u>-</u>

Reconciliation of effective tax rate is as follows:

	2024 AED '000	2023 AED '000
Profit before tax (including loss from discontinued operations)	2,041,712	-
Profit on non-taxable entity	(5,656)	-
Loss on non- taxable entities	233	-
Share of profit from equity accounted investment	(22,891)	-
Basic exemption	(375)	-
	<u>2,013,023</u>	<u>-</u>
	2024 AED '000	2023 AED '000
Tax using the domestic tax rate of 9%	181,172	-
Effect of inadmissible income	(38,713)	-
Effect of inadmissible expense	113	-
	<u>142,572</u>	<u>-</u>

Deferred tax liability attributable to the following item has been recognised:

	2024		Net
	Assets AED '000	Liabilities AED '000	AED '000
Fair value gain on investment properties	-	38,713	38,713
	<u>-</u>	<u>38,713</u>	<u>38,713</u>

Movement recognised in deferred tax liabilities during the year:

	Balance as at January 1, 2024 AED '000	Movement during the year AED '000	Balance as at December 31, 2024 AED '000
Fair value gain on investment properties	-	(38,713)	(38,713)
	<u>-</u>	<u>(38,713)</u>	<u>(38,713)</u>

Deferred tax asset attributable to the following item has been recognised.

	2023		Net
	Assets AED '000	Liabilities AED '000	AED '000
Property and equipment	83	-	83
	<u>83</u>	<u>-</u>	<u>83</u>

Movement recognised in deferred tax asset during the period/year:

	Balance as at January 1, 2024 AED '000	On disposal of subsidiary AED '000	Balance as at December 31, 2024 AED '000
Property and equipment	83	(83)	-
	<u>83</u>	<u>(83)</u>	<u>-</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

30 Income tax (continued)

	Balance as at January 1, 2023 AED '000	On acquisition of subsidiary AED '000	Balance as at December 31, 2023 AED '000
Property and equipment	-	83	83
	<u>-</u>	<u>83</u>	<u>83</u>

31 Acquisition involving entities under common control

On November 11, 2024, the Company acquired the business of Sobha Energy Solutions L.L.C, a related party for AED 39 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Energy Solutions L.L.C November 11, 2024 AED '000
ASSETS	
Due from related parties	300
Cash and bank balance	10
	<u>310</u>
LIABILITIES	
Trade and other payables	229
Due to related parties	42
	<u>271</u>
Net asset value on acquisition of Sobha Energy Solutions L.L.C	<u>39</u>
	2024
	AED '000
Net asset value on acquisition	39
Consideration payable	39
Gain/(loss) on acquisition (recognized in retained earnings)	<u>-</u>

The net cash inflow on acquisition of subsidiary through common control transactions can be analysed as follows:

	2024 AED '000
Cash acquired on acquisition of subsidiary	10
Consideration paid during the year	-
Net cash inflow on acquisition of subsidiary	<u>10</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

31 Acquisition involving entities under common control (continued)

On December 31, 2023, the Company acquired the business of Sobha Real Estate UK Limited, a related party for AED 5 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Real Estate UK Limited December 31, 2023 AED '000
ASSETS	
Property and equipment	422
Deferred tax asset	83
Trade and other receivables	930
Cash and bank balance	262
	<u>1,697</u>
LIABILITIES	
Trade and other payables	119
Due to related parties	9,439
	<u>9,558</u>
Net asset value on acquisition of Sobha Real Estate UK Limited (A)	<u>(7,861)</u>

On December 13, 2023, the Company acquired the business of Sobha Jet Limited., a related party for AED 44,186 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Jet Limited December 13, 2023 AED '000
ASSETS	
Property and equipment	144,214
Trade and other receivables	7,437
Due from related parties	357
Cash and bank balance	171
	<u>152,179</u>
LIABILITIES	
Trade and other payables	956
Borrowings	110,175
	<u>111,131</u>
Net asset value on acquisition of Sobha Jet Limited (B)	<u>41,048</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

31 Acquisition involving entities under common control (continued)

On September 30, 2023, the Company acquired the business of Sobha Capital L.L.C, a related party for AED 85,296 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Capital L.L.C September 30, 2023 AED '000
ASSETS	
Investment properties	84,557
Cash and bank balance	8,731
Trade and other receivables	39
	<u>93,327</u>
LIABILITIES	
Trade and other payables	8,031
Net asset value on acquisition of Sobha Capital L.L.C (C)	<u>85,296</u>
	2023 AED '000
Net asset value on acquisition (A+B+C)	118,483
Consideration payable	<u>(129,487)</u>
Loss on acquisition (recognized in retained earnings)	<u>(11,004)</u>

The net cash outflow on acquisition of subsidiaries through common control transactions can be analysed as follows:

	2023 AED '000
Cash acquired on acquisition of subsidiaries	9,164
Consideration paid during the year	<u>(129,487)</u>
Net cash outflow on acquisition of subsidiaries	<u>(120,323)</u>

32 Discontinued operations

During the year, the Company disposed of the following entities to related parties as disclosed below:

- Latineem Securities (Br of P N C Investments L.L.C) (the "Branch") ("LSL"), to Sobha Constructions L.L.C, for AED 3,890 thousand on January 1, 2024;
- Sobha Furniture Design Studio S.R.L ("SFSRL") to PNC Architects, for AED 239 thousand on December 4, 2024;
- Sobha Real Estate UK Limited. ("SRUKL") to Sobha Corporate L.L.C, for AED 5 on December 20, 2024; and
- Sobha Jet Limited ("SJL") to Mr. Puthan N C Menon for AED 43,692 thousand on December 24, 2024.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

32 Discontinued operations (continued)

The financial performance of the discontinued operations for the period to the date of disposal is set out below:

	LSL January 1, 2024 AED '000	SFSRL December 4, 2024 AED '000	SRUKL December 20, 2024 AED '000	SJL December 24, 2024 AED '000	Total AED '000
Administrative and general expenses	-	(2,790)	(332)	(2,156)	(5,278)
Depreciation and amortization	-	(388)	-	(14,538)	(14,926)
Operating loss	-	(3,178)	(332)	(16,694)	(20,204)
Finance costs – net	-	-	-	(6,742)	(6,742)
Loss for the year from discontinued operations	-	(3,178)	(332)	(23,436)	(26,946)

The carrying amounts of assets and liabilities transferred were as follows:

	LSL January 1, 2024 AED '000	SFSRL December 4, 2024 AED '000	SRUKL December 20, 2024 AED '000	SJL December 24, 2024 AED '000	Total AED '000
ASSETS					
Property and equipment	13	173	576	127,021	127,783
Deferred tax asset	-	-	83	-	83
Trade and other receivables	5,488	31	1,704	7,178	14,401
Due from related parties	6,720	-	-	-	6,720
Cash and bank balance	696	43	383	234	1,356
	12,917	247	2,746	134,433	150,343
LIABILITIES					
Trade and other payables	1,840	8	57	11	1,916
Employees' end of service benefits	238	-	-	-	238
Borrowings	-	-	-	89,868	89,868
Due to related parties	10,118	-	-	862	10,980
	12,196	8	57	90,741	103,002
Net assets (A)	721	239	2,689	43,692	47,341
Purchase consideration (B)	3,890	239	-	43,692	47,821
Gain/(loss) on disposal (recognized in retained earnings) [(B)-(A)]	3,169	-	(2,689)	-	480

The net cash inflow on discontinued operations can be analysed as follows:

	AED '000
Consideration received during the year	3,890
Cash balance on date of disposal	<u>(1,356)</u>
Net cash inflow on discontinued operations	<u>2,534</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

33 Segment information

The internal management reports that are prepared under IFRS are reviewed by the Board of Directors based on the different sectors in which the Group operates. The Group has identified the following as its basis of its segmentation:

Reportable segments	Operation
Real estate	Sale of units
Other segments*	Security services

For management purposes, the Group has identified one major segment, namely, real estate.

*Other segments include businesses that individually do not meet the criteria for a reportable segment as per IFRS 8 Operating Segments. During the year, the Company discontinued its security services operations by selling the business of Latinem Securities (a branch of P N C Investments L.L.C), to Sobha Constructions L.L.C, a related party (Note 32).

	For the year ended December 31, 2024		
	AED '000	AED '000	AED '000
	Real estate	Other segments	Total
Segment revenue	8,889,664	-	8,889,664
Direct costs	(5,379,245)	-	(5,379,245)
Administrative and general expenses	(569,834)	-	(569,834)
Selling and marketing expenses	(1,426,507)	-	(1,426,507)
Depreciation and amortization	(19,996)	-	(19,996)
Other income	234,404	-	234,404
Finance cost	(227,844)	-	(227,844)
Share of profit from investment in joint venture	22,891	-	22,891
Gain on fair value of investment properties	545,125	-	545,125
Segment operating profit	2,068,658	-	2,068,658
Segment assets	15,953,108	-	15,953,108
Segment liabilities	6,743,297	-	6,743,297
	For the year ended December 31, 2023		
	Real estate	Other segments	Total
	AED '000	AED '000	AED '000
Segment revenue	6,492,733	11,694	6,504,427
Direct costs	(3,823,997)	(10,720)	(3,834,717)
Administrative and general expenses	(548,717)	(240)	(548,957)
Selling and marketing expenses	(1,338,898)	-	(1,338,898)
Depreciation and amortization	(18,647)	(2,655)	(21,302)
Other income	109,950	-	109,950
Finance cost	(81,282)	(1,345)	(82,627)
Gain on fair value of investment properties	2,204,554	-	2,204,554
Segment operating profit	2,995,696	(3,266)	2,992,430
Segment assets	14,293,667	152,062	14,445,729
Segment liabilities	4,336,475	111,131	4,447,606

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

34 Contingencies, guarantees and capital commitments

	2024	2023
	AED '000	AED '000
Capital commitments for properties under development	18,267,476	12,961,000
Performance guarantees	173,607	251,250
Capital commitment for capital work in progress	803,345	-
Capital commitment for investment property under development	203,694	-
Capital commitment for intangible assets under development	4,237	-

There are considerable estimates required in determining the provision for income taxes (Note 30). However, due to the novelty of CT Law, there may be transactions for which the ultimate tax liability may not be ascertained during the tax assessment period. The final tax impact on such transactions if any, will be assessed and recorded in the period in which the probability of such tax liabilities' settlement would be more likely than not.

35 Cash flow adjustments and changes in working capital

The following non-cash flow adjustments and adjustments for changes in working capital have been made to net profit to arrive at operating cash flow:

	Notes	2024	2023
		AED '000	AED '000
Adjustments for:			
Depreciation and amortization	5,6,7	34,922	21,302
Gain on fair value of investment properties	8	(545,125)	(2,204,554)
Loan processing fees	28	29,147	17,420
Property and equipment written off	5	-	2,431
Net interest expense on borrowings	28	58,821	44,233
Unwinding impact on consideration payable	28	63,176	-
Interest expense on loan from shareholders	28	81,437	20,968
Interest expense on finance lease liability	28	2,005	6
Gain on sale of properties and equipment	29	(57)	-
Profit share from investment in joint venture	10	(22,891)	-
Intangible assets written-off	6	360	-
Provision for employees' end of service benefits	20	11,279	8,955
		<u>(286,926)</u>	<u>(2,089,239)</u>
Net changes in working capital:			
Trade and other receivables		(652,602)	(295,665)
Other financial assets		-	43,974
Due from related parties		(358,122)	(620)
Due to related parties		166,562	(31,994)
Trade and other payables		1,016,799	541,102
Properties under development		1,843,089	1,807,132
		<u>2,015,726</u>	<u>2,063,929</u>

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

36 Financial instruments risk

Risk management objectives and policies

The Group is exposed to various risks in relation to financial instruments. The main types of risks are market risk, credit risk and liquidity risk.

The Group's risk management is coordinated by the key management personnel and Shareholders; and focuses on actively securing the Group's short to medium-term cash flows by minimising the exposure to financial markets. Long-term financial investments are managed to generate lasting returns.

The Group does not actively engage in the trading of financial assets for speculative purposes. The most significant financial risks to which the Group is exposed to are described as follows.

36.1 Market risk

Market risk is the risk that the value of a financial instrument will fluctuate as a result of changes in market prices whether those changes are caused by factors specific to the individual security or its issuer or factors affecting all securities traded in the market.

The Group is exposed to market risk through its use of financial instruments and specifically to currency risk, interest rate risk and certain other price risks, which results from both its operating and investing activities.

Foreign exchange risk

Foreign currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates.

The Group mainly operates in United Arab Emirates and is exposed to foreign currency risk arising from foreign currency exposures, with respect to Indian Rupee ("INR") as the Group had investments in equity shares in the said currency.

Following is the breakup of financial instruments exposed to foreign currency risk:

	2024	2023
	AED '000	AED '000
Future sale proceeds of equity instrument at FVOCI (Note 11)	-	2,011,692

The following table details the Group's sensitivity to a +/- 5% (2023: +/- 5%) in the AED against INR. The sensitivity analysis is based on the Group's foreign currency financial instruments held at each reporting date.

	Other comprehensive (loss)/income for the year		Equity	
	AED '000	AED '000	AED '000	AED '000
	+5%	-5%	+5%	-5%
December 31, 2024	-	-	-	-
December 31, 2023	(100,585)	100,585	(100,585)	100,585

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

36 Financial instruments risk (continued)

36.1 Market risk (continued)

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk with respect to its borrowings.

The following table illustrates the sensitivity of profit/(losses) and equity to a reasonably possible change in interest rates of +/- 1% (2023: +/- 1%). These changes are considered to be reasonably possible based on observation of current market conditions. The calculations are based on a change in the average market interest rate for each year, and the financial instruments held at each reporting date that are sensitive to changes in interest rates and all other variables are held constant.

	(Loss)/profit for the year		Equity	
	AED '000	AED '000	AED '000	AED '000
	+1%	-1%	+1%	-1%
December 31, 2024	(11,689)	11,689	(11,689)	11,689
December 31, 2023	(14,821)	14,821	(14,821)	14,821

Price risk

Price risk is the risk that the value of a financial instrument would fluctuate as a result of changes in market prices, whether those changes are caused by factors specific to the individual security, or its issuer, or factors affecting all securities traded in the market.

The Group is exposed to price risk with respect to its investments in equity shares.

The following table illustrates the sensitivity of other comprehensive income/(loss) and equity to a reasonably possible change in interest rates of +/- 5% (2023: +/- 5%). The sensitivity analysis has been determined based on the exposure to equity price risks at the end of the reporting period.

	Other comprehensive income/(loss) for the year		Equity	
	AED '000	AED '000	AED '000	AED '000
	+5%	-5%	+5%	-5%
December 31, 2024	-	-	-	-
December 31, 2023	100,585	(100,585)	100,585	(100,585)

36.2 Credit risk analysis

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

36 Financial instruments risk (continued)

36.2 Credit risk analysis (continued)

The Group's maximum exposure to credit risk is limited to the carrying amount of financial assets recognised at the reporting date as summarised below:

	Notes	2024 AED '000	2023 AED '000
Trade and other receivables	12	5,866,418	5,273,107
Due from related parties	14	171,666	977
Cash at banks	13	2,825,513	2,097,739
		<u>8,863,597</u>	<u>7,371,823</u>

Trade and other receivables

The Group is not exposed to any significant credit risk exposure to any single counterparty or any group of counterparties having similar characteristics. Based on historical information about customer default rates, management considers the credit quality of trade receivables that are not past due or impaired to be good. The Group's exposure to trade receivables' credit risk is mainly influenced by the individual characteristics of the customers; however, the Group's policy is to collect the advance from the customers on a periodical basis and the handover of properties to the customers will take place only after final settlement of all dues by them.

The ageing of trade receivables as of the reporting date can be analysed as follows:

	Unbilled AED '000	Days overdue			Total AED '000
		0-90 AED '000	91-180 AED '000	Over 180 AED '000	
Trade receivables					
December 31, 2024	3,721,658	1,482,294	452,020	153,206	5,809,178
December 31, 2023	4,108,444	794,506	110,883	127,490	5,141,323

Cash at banks

The Group seeks to limit its credit risk with respect to bank balances and other financial assets held with banks by dealing only with reputable banks and continuously monitoring outstanding balances.

Due from related parties

The management of the Group is directly involved in the Group's operations and reviews and approves all transactions with related parties. The receivable balances are reconciled periodically with the related parties through intercompany reconciliations and confirmations.

36.3 Liquidity risk analysis

Liquidity risk also referred to as funding risk is the risk that an enterprise will encounter difficulty in raising funds to meet commitments associated with financial instruments. Liquidity risk may result from an inability to sell a financial asset quickly at close to its fair value.

The Group manages its liquidity needs by monitoring scheduled debt servicing payments for long-term financial liabilities as well as forecast cash inflows and outflows due in day-to-day business. The data used for analysing these cash flows is consistent with that used in the contractual maturity analysis below. Liquidity needs are monitored in various time bands, on a day-to-day and week-to-week basis. Long-term liquidity needs are identified monthly.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

36 Financial instruments risk (continued)

36.3 Liquidity risk analysis (continued)

The Group's undiscounted financial liabilities as at the reporting date are summarised below:

	Within 1 year	More than 1 year	Total
	AED '000	AED '000	AED '000
December 31, 2024			
Borrowings (Note 21)	67,594	1,941,862	2,009,456
Due to related parties (Note 14)	404,040	-	404,040
Trade and other payables (Note 23)	1,455,670	315,866	1,771,536
Finance lease liability (Note 22)	-	94,547	94,547
Loan from shareholders (Note 14)	-	1,000,000	1,000,000
Total	1,927,304	3,352,275	5,279,579
December 31, 2023			
Borrowings (Note 21)	399,588	1,127,537	1,527,125
Due to related parties (Note 14)	248,655	-	248,655
Trade and other payables (Note 23)	1,149,976	-	1,149,976
Loan from shareholders (Note 14)	-	1,001,650	1,001,650
Total	1,798,219	2,129,187	3,927,406

37 Fair value measurement

Assets and liabilities measured at fair value in the consolidated statement of financial position are grouped into three levels of fair value hierarchy. This grouping is determined based on the lowest level of significant inputs used in fair value measurement, as follows:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The following table shows the levels within the hierarchy of financial and non-financial asset measured at fair value:

	Notes	Level 1 AED '000	Level 2 AED '000	Level 3 AED '000	Total AED '000
December 31, 2024					
Investment properties (Note 8)	(i)	-	3,038,826	-	3,038,826
December 31, 2023					
Investment properties (Note 8)	(i)	-	2,278,310	-	2,278,310
Financial asset (Note 11)	(ii)	2,011,692	-	-	2,011,692

(i) Investment properties

Fair value of the investment property is estimated based on an appraisal performed by independent, professionally qualified property valuers. The significant inputs and assumptions are developed in close consultation with the management. The valuation processes and fair value changes are reviewed by the management at each reporting date.

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2024

37 Fair value measurement (continued)

(i) Investment properties (continued)

The valuation was carried out towards the end of the reporting period by the valuers using a market approach considering the Gross Floor Area (GFA) of the plot of land and units of commercial space in the building. In determining the fair value, the valuers considered the sales comparison method. The significant unobservable input in the fair value estimation is an adjustment to reflect recent market transactions and factors specific to the subject properties. Although this input is a subjective judgement, management considers that the overall valuation would not be materially affected by reasonably possible alternative assumptions.

(ii) Financial asset

Financial asset represented the future sale proceeds of equity instrument which are denominated in Indian Rupee (INR) and are publicly traded in Bombay Stock Exchange (BSE) and National Stock Exchange (NSE), India. Fair values had been determined by reference to their quoted closing prices at the reporting date.

38 Capital management policies and procedures

Capital includes equity attributable to the equity holders of the Group. The Group's policy is to maintain a strong capital base so as to maintain investor and creditor confidence and to sustain future development of the Group's business.

The management of the Group currently monitors the leverage on a periodic basis to ensure that the overall leverage is at manageable levels and that adequate profitability is being retained in the business to ensure a healthy capital structure.

The Group's capital management objectives are to maintain a strong credit rating and healthy ratios in order to support its business; to provide adequate returns to and maximise shareholder value; and to maintain an optimal capital structure to reduce the cost of capital.

The Group's capital structure follows:

	2024	2023
	AED '000	AED '000
Equity attributable to the shareholders of the Company	9,020,812	9,683,113
Cash and cash equivalents	2,825,892	2,106,505

39 Comparative figures

Certain comparative figures have been reclassified in order to conform to the current year's presentation.

P N C Investments L.L.C

Consolidated Financial Statements
For the year ended December 31, 2023

P N C Investments L.L.C
Consolidated Financial Statements
For the year ended December 31, 2023

Table of contents

	Page
Directors' report	1
Independent Auditor's Report	2 – 7
Consolidated statement of financial position	8
Consolidated statement of comprehensive income	9
Consolidated statement of changes in equity	10
Consolidated statement of cash flows	11
Notes to the consolidated financial statements	12 – 53

Directors' report

The Directors are pleased to submit their report along with the audited consolidated financial statements of P N C Investments L.L.C (the "Company") and its subsidiaries (together referred to as the "Group") for the year ended December 31, 2023.

Main business and operations

The principal activities of the Group are real estate development, investment in land and properties, security control services, general security guard services, sales development, asset holding company, capital investment and management in various enterprises.

The operating results and financial position of the Group are fully set out in the attached consolidated financial statements.

The Group reported a net profit for the year amounting to AED 2,992 million (2022: AED 1,227 million).

Sukuk listing

On July 17, 2023, Sobha Sukuk Limited, (a subsidiary), issued 300,000 five-year Sukuk Certificates with a face value of USD 1,000 each, listed on Nasdaq Dubai (ISIN: XS2633136234), an international financial exchange in the Middle East, amounting to USD 300 million with a coupon rate of 8.75% per annum payable semi-annually from January 17, 2024.

On December 6, 2023, PNC Investments LLC (the obligor of Trust Certificates issued by Sobha Sukuk Limited or 'Trust Certificates') repurchased and cancelled the Trust Certificates with a face value of USD 15 million. The issue size outstanding post-cancellation stands at USD 285 million as of the reporting date.

Directors

The Directors during the year and to the date of this report are:

- Mr. Puthan N C Menon
- Mr. Francis Alfred
- Mr. Ravi PNC Menon (Appointed on April 25, 2023)
- Mr. Mahmoud Al Burai (Appointed on July 1, 2023)
- Mr. Jyoti Kumar Agarwal (Appointed on April 25, 2023)

Manager

The Manager during the year and to the date of this report is Mr. Anuj Jain per the trade license of the Company. Mr. Anuj Jain has been authorized by the Board of Directors to sign the consolidated financial statements of the Group for the year ended December 31, 2023 on behalf of the Board of Directors.

Auditors

Grant Thornton were appointed as auditors of the Group for the year ended December 31, 2023. The Directors resolved to release Grant Thornton from any liabilities on auditing the consolidated financial statements for the year ended December 31, 2023. Grant Thornton being eligible, have offered themselves for re-appointment for the year ending December 31, 2024.

The consolidated financial statements for the year ended December 31, 2023 (including comparatives) were approved by the Board of Directors on February 13, 2024 and signed on their behalf by:



Mr. Anuj Jain
Manager
Dubai, United Arab Emirates

Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of P N C Investments L.L.C (the "Company") and its subsidiaries (together referred to as the "Group"), which comprise the consolidated statement of financial position as at December 31, 2023, the consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including material accounting policies.

In our opinion, the accompanying consolidated financial statements give a true and fair view of the consolidated financial position of the Group as at December 31, 2023, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRSs).

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Group in accordance with *International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards) (IESBA Code)*, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. We have determined the matters described below to be the key audit matters to be communicated in our report.

i) Valuation of investment properties and properties under development

As at the reporting date, the Group's investment properties held at fair value amounted to AED 2,278,310 thousand and properties under development held at the lower of cost and their net realisable value amounted to AED 2,269,535 thousand. The Group engaged professionally qualified external independent valuers to determine the fair value of the investment properties. The valuers performed their scope of work in accordance with the Royal Institution of Chartered Surveyors ("RICS") Valuation Global Standards (2017 Edition). The fair value definition as per RICS Valuation Standards, adopted by the external valuers complies with the fair value definition under IFRS.



Independent Auditor's Report

To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Key Audit Matters (continued)

i) Valuation of investment properties and properties under development (continued)

The valuation of the investment properties is a significant judgement area and is underpinned by a number of assumptions. The existence of significant estimation uncertainty warrants specific audit focus in this area as any error in determining the fair value, could have a material impact on the value of the Group's investment properties and the fair value gain or loss recognised in respect of these investment properties.

Properties under development are stated at lower of cost and their net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale, while investment properties, subsequent to initial recognition at cost, are accounted for using the fair value model.

Our audit procedures, amongst others, included:

- Assessing the competence and independence of the external valuers to determine whether there were any matters that might have affected their objectivity or may have imposed scope limitations on their work;
- Based on the outcome of our evaluation, assessing the adequacy of the disclosures in the consolidated financial statements.
- Obtaining the external valuation reports for all properties valued by the external valuers and assessing the valuation approach used by the valuers in determining the respective fair value of the investment properties;
- Testing whether the property specific data supplied to the external valuers by management reflected the underlying property records;
- Performing sensitivity analysis on the significant assumptions to evaluate the extent of the impact of changes in the key assumptions to the conclusions reached by management; and
- We have obtained internally approved budgets and signed sales purchase agreement on sample basis in respect of impairment testing.

ii) Revenue recognition on sale of properties

The Group recognizes revenue on sale of properties in accordance with IFRS 15 "Revenue from Contracts with Customers". The Group recognises revenue on sale of properties either at point in time or over time depending on the terms of the respective contracts with customers and the applicable laws and regulations governing the said contracts. Revenue recognition on sale of properties was considered a key audit matter due to following key elements of judgement and estimation involved that warranted specific audit focus:

- Analysis of whether the contracts comprise one or more performance obligations;
- Determining whether the performance obligations are satisfied over time or at a point in time;
- Estimation of total costs required to meet performance obligations under the contracts with customers and for performance obligations satisfied over time, recognition of proportionate revenue to the extent of satisfaction of performance obligations; and
- Evaluating the probability that the Group will collect the entitled consideration under the contracts with customers.

Independent Auditor's Report
To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Key Audit Matters (continued)

ii) Revenue recognition on sale of properties (continued)

Our audit procedures, amongst others, included:

- Assessing the appropriateness of the revenue recognition accounting policies adopted by the Group and its compliance with IFRS;
- Obtaining an understanding of the revenue recognition process followed by the Group;
- Performing test of design and implementation of relevant controls;
- Assessing, on a sample basis, contracts for sale of properties to identify the performance obligations of the Group under these contracts and assessing whether these performance obligations are satisfied over time or at a point in time based on the criteria specified under IFRS 15; and
- Assessing, on a sample basis, the appropriateness of the input method applied in respect of the construction of properties by verifying the costs incurred until the reporting date and compared them to the total estimated costs for the construction, where the performance obligation is satisfied over time.

iii) Acquisition involving entities under common control

During the year, the Company acquired three entities under common control at a mutually agreed consideration of AED 129,487 thousand. Notes 4.22 and 29 in the consolidated financial statements describe the accounting policy, and disclosure of the acquisition involving entities under common control, respectively. Management has adopted the pooling of interest method of accounting for acquisitions under common control. Under this method there is no requirement to recognize the assets and liabilities of the transferred entities at fair value, and hence no goodwill is created upon transfer of control as the balances remain at book value. We have considered this to be a key audit matter on account of its pervasiveness leading to a material impact on the consolidated financial statements as a whole. Given the acquisitions of entities under common control transpired during the reporting period; the assets and liabilities acquired needs to be properly identified, recognised and disclosed; and accurately reflected in the process of consolidation, addressing any potential discrepancies or omissions.

Our audit procedures, amongst others, included:

- Reviewing the share transfer agreements of the acquisitions, and related pertinent supporting documents;
- Testing the validity and completeness of the consideration;
- Assessing the adequacy of the disclosures of acquisitions of entities under common control;
- Reviewing of the pooling of interest method of accounting for acquisitions under common control, and verifying that the date for each business acquisition has been appropriately identified.

Independent Auditor's Report **To the Shareholders of P N C Investments L.L.C**

Report on the Audit of the Consolidated Financial Statements (continued)

Other Information

Management is responsible for the other information. The other information comprises the information included in the Directors' report but does not include the consolidated financial statements and our auditor's report thereon.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements, or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the Directors' report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with ISAs.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRSs, and their preparation in compliance with the applicable provisions of the UAE Federal Law No. (32) of 2021 and their preparation and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Independent Auditor's Report To the Shareholders of P N C Investments L.L.C

Report on the Audit of the Consolidated Financial Statements (continued)

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, actions taken to eliminate threats or safeguards applied.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

Further, as required by the UAE Federal Law No. (32) of 2021, we report that:

- i) We have obtained all the information we considered necessary for the purposes of our audit;
- ii) The consolidated financial statements have been prepared and comply, in all material respects, with the applicable provisions of the UAE Federal Law No. (32) of 2021;
- iii) The Group has maintained proper books of account;

Independent Auditor's Report
To the Shareholders of P N C Investments L.L.C

Report on Other Legal and Regulatory Requirements (continued)

- iv) The financial information included in the Directors' report in so far as it relates to these consolidated financial statements, is consistent with the books of account of the Group;
- v) Refer note 29 for the details of the Company's acquisition of subsidiaries during the financial year ended December 31, 2023;
- vi) Note 13 to the consolidated financial statements discloses material related party transactions and balances, and the terms under which they were conducted; and
- vii) Based on the information that has been made available to us, nothing has come to our attention which causes us to believe that the Group has contravened during the financial year ended December 31, 2023 any of the applicable provisions of the UAE Federal Law No. (32) of 2021, or of its Memorandum of Association which would materially affect its activities or its consolidated financial position as at December 31, 2023.


GRANT THORNTON
Farouk Mohamed
Registration No. 86
Dubai, February 13, 2024

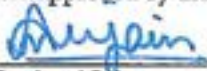


P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of financial position
As at December 31, 2023

	Note	2023 AED '000	2022 AED '000
ASSETS			
Non-current			
Property and equipment	5	184,906	57,225
Intangible assets	6	3,172	1,057
Deferred tax asset	28	83	-
Investment properties	7	2,278,310	1,303,186
Properties under development	8	24,109	66,677
Financial asset	9	2,011,692	1,211,049
		<u>4,502,272</u>	<u>2,639,194</u>
Current			
Properties under development	8	2,245,426	1,454,058
Trade and other receivables	10	5,590,549	5,286,478
Other financial assets	11	-	43,974
Due from related parties	13	977	-
Cash and cash equivalents	12	2,106,505	679,155
		<u>9,943,457</u>	<u>7,463,665</u>
TOTAL ASSETS		<u>14,445,729</u>	<u>10,102,859</u>
EQUITY AND LIABILITIES			
EQUITY			
Share capital	14	300	300
Statutory reserve	15	150	150
Fair value reserve	18	1,500,291	699,648
Retained earnings		8,182,372	5,261,213
Shareholders' account	16	-	999,619
Total equity attributable to Shareholders of the Company		<u>9,683,113</u>	<u>6,960,930</u>
Non-controlling interest	17	315,010	374,946
TOTAL EQUITY		<u>9,998,123</u>	<u>7,335,876</u>
LIABILITIES			
Non-current			
Employees' end of service benefits	19	15,212	12,776
Borrowings	20	1,127,537	1,578,978
Loan from shareholders	13	1,001,650	-
		<u>2,144,399</u>	<u>1,591,754</u>
Current			
Borrowings	20	429,995	298,512
Finance lease liabilities	21	-	46
Trade and other payables	22	1,624,557	597,136
Due to related parties	13	248,655	279,535
		<u>2,303,207</u>	<u>1,175,229</u>
TOTAL LIABILITIES		<u>4,447,606</u>	<u>2,766,983</u>
TOTAL EQUITY AND LIABILITIES		<u>14,445,729</u>	<u>10,102,859</u>

These consolidated financial statements for the year ended December 31, 2023 (including comparatives) were approved by the Board of Directors on February 13, 2024 and signed on their behalf by:



Mr. Anuj Jain
Manager

The accompanying notes from 1 to 36 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of comprehensive income
For the year ended December 31, 2023

	Note	2023 AED '000	2022 AED '000
Revenue	23	6,504,427	5,550,175
Direct costs	24	(3,834,717)	(3,397,230)
GROSS PROFIT		2,669,710	2,152,945
Administrative and general expenses	25	(548,957)	(294,783)
Depreciation and amortization	5,6	(21,302)	(16,993)
Selling and marketing expenses	26	(1,338,898)	(652,496)
Finance costs – net	27	(82,627)	(72,803)
Gain on fair value of investment properties	7	2,204,554	77,859
Other income		109,950	33,663
PROFIT BEFORE TAX		2,992,430	1,227,392
Income tax	28	-	-
NET PROFIT FOR THE YEAR		2,992,430	1,227,392
Other comprehensive income/(loss)			
Fair value gain/(loss) on financial asset	9	807,524	(620,765)
Foreign exchange loss on financial asset	9	(6,881)	(202,069)
		800,643	(822,834)
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		3,793,073	404,558
Net profit for the year attributable to:			
Shareholders of the Company		2,993,742	1,227,862
Non-controlling interest		(1,312)	(470)
		2,992,430	1,227,392
Total comprehensive income attributable to:			
Shareholders of the Company		3,794,385	405,028
Non-controlling interest		(1,312)	(470)
		3,793,073	404,558

The accompanying notes from 1 to 36 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of changes in equity
For the year ended December 31, 2023

	Share capital AED '000	Statutory reserve AED '000	Fair value reserve AED '000	Retained earnings AED '000	Shareholders' account AED '000	Attributable to the owners AED '000	Non-controlling interest AED '000	Total equity AED '000
Balance at January 1, 2022	300	150	1,522,482	3,777,727	999,187	6,299,846	723,683	7,023,529
Net profit for the year	-	-	-	1,227,862	-	1,227,862	(470)	1,227,392
Increase in investment in a subsidiary (note 17.1)	-	-	-	255,624	-	255,624	(348,267)	(92,643)
Net movement in Shareholders' account	-	-	-	-	432	432	-	432
Other comprehensive loss	-	-	(822,834)	-	-	(822,834)	-	(822,834)
Balance at December 31, 2022	300	150	699,648	5,261,213	999,619	6,960,930	374,946	7,335,876
Net profit for the year	-	-	-	2,993,742	-	2,993,742	(1,312)	2,992,430
Increase in investment in a subsidiary (note 17.1)	-	-	-	28,821	-	28,821	(58,624)	(29,803)
On acquisition of entities under common control (note 29)	-	-	-	(11,004)	-	(11,004)	-	(11,004)
Net movement in Shareholders' account (note 16)	-	-	-	-	(999,619)	(999,619)	-	(999,619)
Dividend declared and paid (note 14.1)	-	-	-	(90,400)	-	(90,400)	-	(90,400)
Other comprehensive income	-	-	800,643	-	-	800,643	-	800,643
Balance at December 31, 2023	300	150	1,500,291	8,182,372	-	9,683,113	315,010	9,998,123

The accompanying notes from 1 to 36 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Consolidated statement of cash flows
For the year ended December 31, 2023

	Note	2023 AED '000	2022 AED '000
OPERATING ACTIVITIES			
Net profit for the year		2,992,430	1,227,392
Adjustments for non-cash and non-operating items	32	(2,089,239)	16,135
<i>Operating cash flows before net changes in working capital</i>		903,191	1,243,527
Net changes in working capital	32	1,948,032	166,251
Employees' end of service benefits paid	19	(6,519)	(1,753)
Net cash from operating activities		2,844,704	1,408,025
INVESTING ACTIVITIES			
Purchase of property and equipment	5	(6,400)	(16,950)
Purchase of intangible assets	6	(2,493)	(248)
Acquisition of subsidiaries, net of cash acquired	29	(120,323)	-
Additions to investment properties		(578,909)	(152,077)
Net cash used in investing activities		(708,125)	(169,275)
FINANCING ACTIVITIES			
Proceeds from borrowings	20	1,942,356	105,000
Interest on loan from shareholders paid	13	(18,937)	-
Repayment of finance lease liabilities	21	(52)	(875)
Loan processing fees paid	27	(17,420)	(10,850)
Dividend declared and paid	14.1	(90,400)	-
Increase in investment in a subsidiary	17.1	(29,803)	(70,916)
Repayment of borrowings	20	(2,450,473)	(814,163)
Advances paid	10	(44,500)	(4,828)
Net cash used in financing activities		(709,229)	(796,632)
Net change in cash and cash equivalents		1,427,350	442,118
Cash and cash equivalents, beginning of year		679,155	237,037
Cash and cash equivalents, end of year	12	2,106,505	679,155
Non-cash transactions:			
Net movement in Shareholders' account		999,619	432
Investment property transferred from a related party	7	-	1,902,500
Investment property transferred to a related party	7	8,325	1,902,068
Investment property acquired		-	169,712

The accompanying notes from 1 to 36 form an integral part of these consolidated financial statements.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements
For the year ended December 31, 2023

1 Legal status and nature of operations

P N C Investments L.L.C (the "Company") is a limited liability company incorporated in Dubai, United Arab Emirates (UAE) on November 1, 2011 under license no. 661013 issued by Department of Economic Development, Government of Dubai. The registered office of the Company is P.O. Box 125245, Dubai, UAE.

The Company and its subsidiaries are collectively referred to as the "Group".

The principal activities of the Group are real estate development, investment in land and properties, security control services, general security guard services, sales development, asset holding company, capital investment and management in various enterprises.

On December 9, 2022, the UAE Ministry of Finance released Federal Decree-Law No. 47 of 2022 on the Taxation of Corporations and Businesses ("Corporate Tax Law" or "the Law") to enact a Federal Corporate Tax (CT) regime in the UAE. The CT regime is effective from June 1, 2023 and accordingly, it has an income tax related impact on the financial statements for accounting period beginning on or after June 1, 2023.

The Cabinet of Ministers Decision No. 116 of 2022 specifies the threshold of income over which the 9% tax rate would apply and accordingly, the Law is now considered to be substantively enacted from the perspective of IAS 12 – Income Taxes. A rate of 9% will apply to taxable income exceeding AED 375,000 and a rate of 0% will apply to taxable income not exceeding AED 375,000 and a rate of 0% on qualifying income of certain free zone entities.

For the Company and its subsidiaries taxable in the UAE, current taxes shall be accounted for as appropriate in the consolidated financial statements for the period beginning January 1, 2024. In accordance with the applicable requirements of IAS 12 - Income Taxes, the related deferred tax accounting impact has been considered for these consolidated financial statements.

The Company and its subsidiaries taxable in the UAE have assessed the deferred tax implications for the current reporting period and, after considering its interpretations of the applicable tax law, official pronouncements, cabinet decisions and ministerial decisions, it has been concluded that the deferred tax implications are not expected to be material. Further, the Company and its subsidiaries taxable in the UAE shall continue to monitor critical Cabinet Decisions to determine the impact on the Group, from deferred tax perspective.

The Company holds investments in the following entities (the "Subsidiaries") as at December 31, 2023 and December 31, 2022, which have been consolidated in these consolidated financial statements:

Name of subsidiaries	Country of incorporation and operation	Principal activity	Ownership interest	
			2023	2022
Sobha L.L.C (a)	UAE	Real estate development	100%	100%
Sobha Lifestyle City Limited (b)	UAE	Investment in land and properties	81.48%	78.04%
Sobha Sukuk Limited (c)	Cayman Islands	Special purpose vehicle	-	-
Sobha Real Estate UK Limited (d)	UK	Sales development	100%	-
Sobha Jet Limited (e)	Isle of Man	Asset holding company	100%	-
Sobha Capital L.L.C (f)	UAE	Capital investment and management in various enterprises	100%	-
Sobha Furniture Systems L.L.C (g)	UAE	Furniture manufacturing	100%	-

a) Sobha L.L.C (SLLC) is a limited liability company under UAE Federal Law No. (32) of 2021.

b) Sobha Lifestyle City Limited (SLCL) is a limited liability company under Jebel Ali Free Zone Offshore Companies Regulations of 2018. Refer note 17.1 for the increase in investment in SLCL made during the year.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

1 Legal status and nature of operations (continued)

c) On May 16, 2023, Sobha Sukuk Limited (the "Entity") was incorporated as an Exempt Company in the Cayman Islands. Neither the Company nor its subsidiaries hold any direct ownership interest in Sobha Sukuk Limited. The Entity was established as a special purpose vehicle for the issuance of a Sukuk. Based on the applicable terms of agreement between the Entity and the Company, the Company has the current ability to direct the Entity's relevant activities that most significantly affect the returns. Accordingly, the Entity is determined to be a subsidiary of the Company.

d) Sobha Real Estate UK Limited is a private company limited by shares incorporated in England and Wales and registered under the license number 11156378.

e) Sobha Jet Limited is a company limited by shares registered under the license number 019629V issued by Isle of Man under the Companies Act 2006.

f) Sobha Capital L.L.C is a limited liability company registered under the license number 684321 under UAE Federal Law No. (32) of 2021.

g) Sobha Furniture Systems L.L.C is a limited liability company registered under the license number 1217823 under UAE Federal Law No. (32) of 2021. This subsidiary was incorporated by the Company during the year.

These consolidated financial statements also incorporate the operating results of Latinem Securities (Branch of P N C Investments L.L.C) (the "Branch") registered with Dubai Economy, Dubai, UAE under the license no. 848740 issued on August 21, 2019.

The Branch's licensed activities are security control services and general security guard services.

In the prior reporting period, the Company did not have control over the subsidiaries mentioned in (d), (e) and (f) mentioned above. These subsidiaries were acquired during the reporting period through common control transactions and accordingly, these consolidated financial statements are not entirely comparable.

2 Statement of compliance

These consolidated financial statements of the Group have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board (IASB).

3 Standards, interpretations and amendments to existing standards

3.1 Standards, interpretations and amendments to existing standards that are effective in 2023

Standards, interpretations and amendments that are effective for the first time in 2023 (for entities with a December 31, 2023, year-end) are:

- IFRS 17 'Insurance Contracts'
- Amendments to IFRS 17 Insurance Contracts (Amendments to IFRS 17 and IFRS 4)
- Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12)
- Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)
- Definition of Accounting Estimates (Amendments to IAS 8)
- International Tax Reform—Pillar Two Model Rules (Amendments to IAS 12)

These standards, amendments and interpretations do not have a significant impact on these consolidated financial statements and therefore the disclosures have not been made.

3.2 Standards, interpretations and amendments to existing standards that are not yet effective and have not been adopted early by the Group

At the date of authorisation of these consolidated financial statements, several new, but not yet effective, Standards and amendments to existing Standards, and Interpretations have been published by the IASB. None of these Standards or amendments to existing Standards have been adopted early by the Group.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

3 Standards, interpretations and amendments to existing standards (continued)

3.2 Standards, interpretations and amendments to existing standards that are not yet effective and have not been adopted early by the Group (continued)

Management anticipates that all relevant pronouncements will be adopted for the first period beginning on or after the effective date of the pronouncement. New Standards, amendments and Interpretations not adopted in the current period have not been disclosed as they are not expected to have a material impact on the Group's consolidated financial statements.

4 Material accounting policies

4.1 Overall considerations

These consolidated financial statements are presented in Arab Emirates Dirham (AED), which is the Company's functional currency and Group's presentation currency. Monetary amounts are expressed in AED currency and are rounded to the nearest thousands.

These consolidated financial statements have been prepared using the measurement bases specified by IFRS for each type of asset, liability, income and expense. The measurement bases are more fully described in the accounting policies below.

4.2 Foreign currency

Foreign currency transactions are converted into the functional currency, using the exchange rates prevailing at the dates of the transactions (spot exchange rate). Foreign exchange gains and losses resulting from the settlement of such transactions and from the re-measurement of monetary items at year-end exchange rates are recognised in profit or loss.

Non-monetary items are not retranslated at year-end and are measured at historical cost (translated using the exchange rates at the transaction date), except for non-monetary items measured at fair value which are translated using the exchange rates at the date when fair value was determined.

The consolidated financial statements are presented in Arab Emirates Dirham (AED) and the companies within the Group have a functional currency of Arab Emirates Dirham (AED), United States Dollar (USD) and British Pound Sterling (GBP). As transactions in AED are effectively pegged to the USD, the risk arising from fluctuations in currency exchange rates is only limited to the translation of the subsidiary located in the United Kingdom.

In the consolidated financial statements, all assets, liabilities and transactions of Group entities with a functional currency other than the AED (the Group's presentation currency) are translated into AED upon consolidation. The functional currency of the entities in the Group has remained unchanged during the reporting period.

On consolidation, assets and liabilities have been translated into AED at the closing rate at the reporting date. Income and expenses have been translated into the Group's presentation currency at the average rate over the reporting period. Exchange differences are charged/credited to other comprehensive income and recognised in the currency translation reserve within equity.

4.3 Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and cash at banks including cash held in escrow accounts together with other short-term, highly liquid investments that are readily convertible into known amounts of cash and which are subject to an insignificant risk of changes in value.

4.4 Investment properties

Investment properties are properties held for capital appreciation.

Investment properties are initially recognised at cost. Transaction costs are included in the initial measurement. Costs include costs incurred initially and costs incurred subsequently to add to, or to replace a part of, or service a property. If a replacement part is recognised in the carrying amount of the investment property, the carrying amount of the replaced part is derecognised.

Land held for undetermined use is classified as investment property. When the development of investment property commences, it is classified under properties under development until development is complete, at which time it is transferred to the respective category.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.4 Investment properties (continued)

Fair value model

Subsequent to initial recognition, investment properties are accounted for using the fair value model.

Investment properties are revalued periodically and are included in the consolidated statement of financial position at their fair values. Fair value of investment properties at the year-end is based on valuation by the independent professional valuer where market values are not readily available. Where the market values are readily available, the fair value is ascertained based on latest transacted deals in the open market.

Any gain or loss resulting from either a change in the fair value or the sale of an investment property is immediately recognised in the consolidated statement of comprehensive income.

4.5 Properties under development and properties held for sale

Properties under development include properties under construction for trade, which are stated at lower of cost and net realisable value. Cost includes the cost of purchase, construction, design and architecture, capitalised borrowing costs and other related expenditures such as professional fees, project management fees and engineering costs attributable to the project, which are accrued as and when activities that are necessary to get the assets ready for the intended use are in progress. Direct costs from the start up to completion of the project are accrued to development properties.

Completion is defined as the earlier of issuance of a certificate of practical completion, or when management considers the project as completed. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Properties held for sale are stated at the lower of cost and net realisable value. Cost includes the cost of development of the properties. The amount of any write down or provision for properties held for sale is recognised as an expense in the period when the write down or loss occurs. The amount of any reversal of any write down or provision arising from an increase in net realisable value is recognised in the consolidated profit or loss in the period in which increase takes place.

4.6 Intangible assets

Intangible assets include acquired computer software used in administration that qualify for recognition as an intangible asset. They are accounted for using the cost model whereby capitalised costs are amortised on a straight-line basis over their estimated useful lives, as these assets are considered finite. Residual values and useful lives are reviewed at each reporting date. In addition, they are subject to impairment testing as described in note 4.23. The estimated useful lives of the Group's intangible assets are 5 years.

Acquired computer software licences are capitalised on the basis of the costs incurred to acquire and install the specific software.

Costs associated with maintaining computer software, i.e., expenditure relating to patches and other minor updates as well as their installation, is expensed as incurred.

The gain or loss arising on the disposal of an intangible asset is determined as the difference between the proceeds and the carrying amount of the asset and is recognised in the consolidated profit or loss within other income/(expense) - net.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.7 Basis of consolidation

The Group's consolidated financial statements consolidate the financial position and results of the Company and all of its subsidiaries as at December 31, 2023 and December 31, 2022. Subsidiaries are all entities over which the Company has control. Control is presumed to exist when the Company:

- has power over the investee;
- is exposed, or has right, to variable return from its investment with the investee; and
- has the ability to use its power to affect the return.

The consolidated financial statements of the subsidiaries are consolidated on a line-by-line basis from the date on which control is transferred to the Company and they will be de-consolidated from the date that control ceases.

All transactions and balances between Group companies are eliminated in full on consolidation, including unrealised gains and losses on transactions between Group companies. Where unrealised losses on intra-group asset sales are reversed on consolidation, the underlying asset is also tested for impairment from a Group perspective.

Non-controlling interests, presented as part of equity, represent the portion of a subsidiary's profit or loss and net assets that is not held by the Group. The Group attributes total comprehensive income or loss of subsidiaries between the owners of the parent and the non-controlling interests based on their respective ownership interests.

Changes in the proportion held by non-controlling interests

The entity shall recognise directly in equity any difference between the amount by which the non-controlling interests are adjusted, and the fair value of the consideration paid or received, and attribute it to the Shareholders of the Company.

4.8 Property and equipment

The cost of an item of property and equipment is recognised as an asset when:

- it is probable that future economic benefits associated with the item will flow to the Group; and
- the cost of the item can be measured reliably.

Property and equipment are carried at acquisition cost less subsequent depreciation and impairment losses, if any.

Costs include costs incurred initially to acquire or construct an item of property and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property and equipment, the carrying amount of the replaced part is derecognised.

Depreciation is recognised on a straight-line basis to write down property and equipment to its residual value. The following estimated useful lives are applied:

• Buildings	5 years
• Machinery and other equipment	5 years
• Furniture and fixtures	5 years
• Vehicles	5 years
• Aircraft	20 years
• Other assets	1 - 5 years

Material residual value estimates and estimates of useful life are updated as required, but at least annually, whether or not the asset is revalued. If the expectations differ from previous estimates, the change is accounted for as a change in accounting estimate.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.8 Property and equipment (continued)

The depreciation charge for each period is recognised in the consolidated profit or loss unless it is included in the carrying amount of another asset. Gains or losses arising on the disposal of property and equipment are determined as the difference between the disposal proceeds and the carrying amount of the assets and are recognised in the consolidated profit or loss within other income.

Cost and accumulated depreciation values of fully depreciated items of property and equipment which are still being used in operations are not removed from the accounts until these are retired or disposed of.

Capital work in progress is measured at cost and are not depreciated.

4.9 Value-Added Tax (VAT)

Revenue, expenses, and assets are recognized net of the amount of VAT, if applicable. When VAT from sale of goods and/or services (output VAT) exceeds VAT passed on from purchase of goods or services (input VAT), the excess is recognized as a payable in the consolidated statement of financial position. When VAT passed on from purchase of goods or services (input VAT) exceeds VAT from sale of goods and/or services (output VAT), the excess is recognized as an asset in the consolidated statement of financial position to the extent of the recoverable amount.

4.10 Impairment testing of non-financial assets

For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating units). As a result, some assets are tested individually for impairment, and some are tested at cash-generating unit level.

Individual assets or cash-generating units are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

An impairment loss is recognised for the amount by which the asset's or cash-generating unit's carrying amount exceeds its recoverable amount, which is the higher of fair value less costs to sell and value-in-use. To determine the value-in-use, management estimates expected future cash flows from each cash-generating unit and determines a suitable interest rate in order to calculate the present value of those cash flows. The data used for impairment testing procedures are directly linked to the Group's latest approved budget, adjusted as necessary to exclude the effects of future reorganisations and asset enhancements. Discount factors are determined individually for each cash-generating unit and reflect their respective risk profiles, such as market and asset-specific risks factors.

Impairment losses for cash-generating units reduce first the carrying amount of any goodwill allocated to that cash-generating unit. Any remaining impairment loss is charged pro rata to the other assets in the cash-generating unit. With the exception of goodwill, all assets are subsequently reassessed for indications that an impairment loss previously recognised may no longer exist. An impairment charge is reversed if the cash-generating unit's recoverable amount exceeds its carrying amount.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.11 Financial instruments

Recognition, initial measurement and de-recognition

Financial assets and financial liabilities are recognised when the Group becomes a party to the contractual provisions of the financial instrument.

Financial assets are derecognised when the contractual rights to the cash flows from the financial asset has expired, or when the financial asset and all substantial risks and rewards are transferred. A financial liability is derecognised when it is extinguished, discharged, cancelled or has expired.

Financial assets and financial liabilities are measured initially at fair value adjusted by transactions costs.

Financial assets and financial liabilities are measured subsequently as follows:

Classification and subsequent measurement of financial assets

For the purpose of subsequent measurement, financial assets are classified and measured at amortised cost if both of the following conditions are met:

- The asset is held in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest, if any, on the principal amount outstanding.

If the financial asset does not pass either of the above conditions, or only one of the above conditions, it is measured at fair value through profit or loss ('FVTPL'). Even if both conditions are met, management may designate a financial asset at FVTPL if doing so reduces or eliminates a measurement or recognition inconsistency.

As at the reporting date, the Group's financial assets comprise trade and other receivables, due from related parties, quoted equity investments and cash and cash equivalents. Discounting is omitted where the effect of discounting is immaterial.

All income and expenses relating to financial assets measured at amortised cost are recognised in consolidated statement of comprehensive income and presented within 'finance costs – net', except for impairment of trade receivables which is presented within 'administrative and general expenses'.

Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default. Receivables that are not considered to be individually impaired are reviewed for impairment in groups, which are determined by reference to the industry and region of a counterparty and other shared credit risk characteristics. The impairment loss estimate is then based on recent historical counterparty default rates for each identified group.

Quoted equity investments

Quoted equity investments are designated as at fair value through other comprehensive income (FVOCI). The Group elects to present in OCI changes in fair value of equity investments as they are not held for trading. The election is made on initial recognition and is irrevocable. Gains and losses on such equity instruments are never reclassified to profit or loss and no impairment is recognised in profit or loss. Dividends are recognised in profit or loss unless they clearly represent a recovery of part of the cost of the investment, in which case they are recognized in OCI.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.11 Financial instruments (continued)

Impairment of financial assets

IFRS 9's impairment requirements use forward-looking information to recognise expected credit losses – the 'expected credit loss (ECL) model'. Instruments within the scope of the requirements included loans and other debt-type financial assets measured at amortised cost and FVOCI, trade receivables, contract assets recognised and measured under IFRS 15 and loan commitments and some financial guarantee contracts (for the issuer) that are not measured at fair value through profit or loss.

The Group considers a broad range of information when assessing credit risk and measuring expected credit losses, including past events, current conditions, reasonable and supportable forecasts that affect the expected collectability of the future cash flows of the instrument.

In applying this forward-looking approach, a distinction is made between:

- financial instruments that have not deteriorated significantly in credit quality since initial recognition or that have low credit risk ('Stage 1');
- financial instruments that have deteriorated significantly in credit quality since initial recognition and whose credit risk is not low ('Stage 2'); and
- 'Stage 3' would cover financial assets that have objective evidence of impairment at the reporting date.

'12-month expected credit losses' are recognised for the first category while 'lifetime expected credit losses' are recognised for the second and third category. Measurement of the expected credit losses is determined by a probability-weighted estimate of credit losses over the expected life of the financial instrument.

Classification and subsequent measurement of financial liabilities

The Group's financial liabilities include trade and other payables, due to related parties, loan from shareholders, borrowings and finance lease liabilities.

Financial liabilities are measured subsequently at amortised cost using the effective interest method, except for financial liabilities held for trading or designated at fair value through profit or loss, that are carried subsequently at fair value with gains or losses recognised in the consolidated statement of comprehensive income.

All interest-related charges and, if applicable, changes in an instrument's fair value that are reported in the consolidated statement of comprehensive income are included within 'finance costs - net'.

Offsetting financial instruments

Financial assets and liabilities are offset and the net amount reported in the consolidated statement of financial position only when there is a legally enforceable right to offset the recognised amounts and there is an intention to settle on a net basis, or to realise the asset and settle the liability simultaneously.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.12 Provisions and contingent liabilities

Provisions are recognised when present obligations as a result of a past event will probably lead to an outflow of economic resources from the Group and amounts can be estimated reliably. Timing or amount of the outflow may still be uncertain. A present obligation arises from the presence of a legal or constructive commitment that has resulted from past events.

In those cases where the possible outflow of economic resources as a result of present obligations is considered improbable or remote, no liability is recognised, unless it was assumed in the course of a business combination. Possible inflows of economic benefits to the Group that do not yet meet the recognition criteria of an asset are considered contingent assets.

4.13 Employees' benefits

Short-term employee benefits

The cost of short-term employee benefits (those payable within 12 months after the service is rendered) are recognised in the period in which the service is rendered and are not discounted.

The expected cost of compensated absences is recognised as an expense when the employee renders services that increase their entitlement or, in the case of non-accumulating absences, when the absences occur.

Employees' end of service benefits

A provision for employees' end of service benefits is made for the full amount due to employees for their periods of service up to the reporting date in accordance with the U.A.E. Labour Law and is reported as separate line item under non-current liabilities.

The entitlement to end of service benefits is based upon the employees' salary and length of service, subject to the completion of a minimum service period as specified in U.A.E. Labour Law. The expected costs of these benefits are accrued over the period of employment. The provision for staff terminal benefit is based on the liability that would arise if the employment of all the employees was terminated at the end of the reporting period.

4.14 Leases

The Group as a lessee

For any new contracts, the Group considers whether a contract is, or contains a lease. A lease is defined as 'a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration'. To apply this definition the Company assesses whether the contract meets three key evaluations which are whether:

- the contract contains an identified asset, which is either explicitly identified in the contract or implicitly specified by being identified at the time the asset is made available to the Group;
- the Group has the right to obtain substantially all of the economic benefits from use of the identified asset throughout the period of use, considering its rights within the defined scope of the contract;
- the Group has the right to direct the use of the identified asset throughout the period of use.

The Group assess whether it has the right to direct 'how and for what purpose' the asset is used throughout the period of use.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.14 Leases (continued)

Measurement and recognition of leases as a lessee

At lease commencement date, the Group recognises a right-of-use asset and a lease liability on the balance sheet. The right-of-use asset is measured at cost, which is made up of the initial measurement of the lease liability, any initial direct costs incurred by the Group, an estimate of any costs to dismantle and remove the asset at the end of the lease, and any lease payments made in advance of the lease commencement date (net of any incentives received).

The Group depreciates the right-of-use assets on a straight-line basis from the lease commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The Group also assesses the right-of-use asset for impairment when such indicators exist.

At the commencement date, the Group measures the lease liability at the present value of the lease payments unpaid at that date, discounted using the interest rate implicit in the lease if that rate is readily available or the Group's incremental borrowing rate. Lease payments included in the measurement of the lease liability are made up of fixed payments (including in substance fixed), variable payments based on an index or rate, amounts expected to be payable under a residual value guarantee and payments arising from options reasonably certain to be exercised.

Subsequent to initial measurement, the liability will be reduced for payments made and increased for interest. It is remeasured to reflect any reassessment or modification, or if there are changes in in-substance fixed payments. When the lease liability is remeasured, the corresponding adjustment is reflected in the right-of-use asset, or profit and loss if the right-of-use asset is already reduced to zero.

Lease payments not recognized as a liability

The Group has elected not to recognise a lease liability for short term leases (leases with an expected term of 12 months or less) or for leases of low value assets. Payments made under such leases are expensed on a straight-line basis.

4.15 Share capital and reserves

Share capital represents the nominal value of shares that have been issued.

Statutory reserve is required to be created by UAE Federal Law No. (32) of 2021, as described in note 15.

Fair value reserve comprises the cumulative net change in the fair value of financial assets at FVOCI until the said financial assets are derecognised or impaired.

Retained earnings include all current and prior year profits and losses and adjustments arising as a result of acquisition of subsidiaries through common control transactions.

Shareholders' account represents amount contributed by the shareholders which is not subject to withdrawal in foreseeable future.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.16 Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured regardless of when payment is being made. Revenue is measured at the fair value of the consideration received or receivable by the Group, excluding discounts, rebates and duty.

Revenue from contracts with customers

- Step 1 Identify the contract with a customer: A contract is defined as an agreement between two or more parties that creates enforceable rights and obligations and sets out the criteria for each of those rights and obligations.
- Step 2 Identify the performance obligations in the contract: A performance obligation in a contract is a promise to transfer a good or service to the customer.
- Step 3 Determine the transaction price: Transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised goods or services to a customer, excluding amounts collected on behalf of third parties.
- Step 4 Allocate the transaction price to the performance obligations in the contract: For a contract that has more than one performance obligation, the Group will allocate the transaction price to each performance obligation in an amount that depicts the consideration to which the Group expects to be entitled in exchange for satisfying each performance obligation.
- Step 5 Recognise revenue when (or as) the Group satisfies a performance obligation.

The Group recognises revenue over time if any one of the following criteria is met:

- The customer simultaneously receives and consumes the benefits provided by the Group's performance as the Group performs; or
- The Group's performance creates or enhances an asset that the customer controls as the asset is created or enhanced; or
- The Group's performance does not create an asset with an alternative use to the Group, and the Group has an enforceable right to payment for performance completed to date.

For performance obligations where one of the above conditions are not met, revenue is recognised at the point in time at which the performance obligation is satisfied.

The Group allocates the transaction price to the performance obligations in a contract based on the input method which requires revenue recognition on the basis of the Group's efforts or inputs to the satisfaction of the performance obligations. The Group estimates the total costs to complete the projects in order to determine the amount of revenue to be recognised.

When the Group satisfies a performance obligation by delivering the promised goods or services, it creates a contract asset based on the amount of consideration earned by the performance. Where the amount of consideration received from a customer exceeds the amount of revenue recognised, this gives rise to a contract liability.

The Group assesses its revenue arrangements against specific criteria to determine if it is acting as principal or an agent and has concluded that it is acting as a principal in all of its revenue arrangements.

Revenue is recognised in the consolidated financial statements to the extent that it is probable that the economic benefits will flow to the Group and the revenue and costs, if and when applicable can be measured reliably.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.17 Direct costs

Direct costs include cost of land, development costs, material costs, finance cost and salaries and other benefits.

Development costs include the cost of infrastructure and construction. The cost of revenues in respect of sale of properties is recognised on the basis of per square feet average cost of construction. Per square feet average cost of construction is derived from total saleable area and total construction cost.

4.18 Operating expenses

Operating expenses are recognised in the consolidated statement of comprehensive income upon utilisation of the service or at the date of their origin.

4.19 Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of a qualifying asset are capitalised during the period of time that is necessary to complete and prepare the asset for its intended use or sale. Other borrowing costs are expensed in the period in which they are incurred and reported in 'finance costs - net', if any.

4.20 Income tax

Income tax expense comprises current and deferred tax. Income tax expense is recognised in the consolidated statement of comprehensive income except to the extent that it relates to items recognised directly in equity, in which case it is recognised in equity.

Current tax

Current tax is the expected tax payable on the taxable income for the period, using tax rates enacted or substantively enacted at the reporting date in the countries where the Group entities operate and generate taxable income, and any adjustment to tax payable in respect of previous periods. Deferred income taxes are calculated based on the balance sheet liability method.

As described in Note 1, current tax for the Company and its subsidiaries taxable in the UAE shall be accounted for as appropriate in the consolidated financial statements for the period beginning January 1, 2024.

Deferred tax

Deferred tax is recognised for all temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they are recovered, based on the laws that have been enacted or substantively enacted by the reporting date in the countries where the Group entities operate and generate taxable income.

A deferred tax asset is recognised to the extent that it is probable that future taxable profits will be available against which the temporary difference can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

Deferred tax liabilities are generally recognised in full, although IAS 12 'Income Taxes' specifies limited exemptions. As a result of these exemptions, the Group does not recognise deferred tax on temporary differences related to its investment in subsidiaries.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.21 Operating segments

An operating segment is a component of the Group that engages in revenue earning business activities; whose operating results are regularly reviewed by the chief operating decision maker and for which discrete financial information is available.

Once an operating segment has been identified, the Group needs to report segment information if the segment meets any of the following quantitative thresholds:

- its reported revenue (external and inter-segment) is 10% or more of the combined revenue, internal and external, of all operating segments or
- its reported profit or loss is 10% or more of the greater, in absolute amount, of (i) the combined profit of all operating segments that did not report a loss and (ii) the combined loss of all operating segments that reported a loss or
- its assets are 10% or more of the combined assets of all operating segments.

IFRS 8 specifies that if the total external turnover reported by the operating segments identified by the size criteria is less than 75% of total Group revenue then additional segments need to be reported on until the 75% level is reached.

If segments have similar economic characteristics, then they can be aggregated into a single operating segment and viewed together for the purposes of the size criteria.

4.22 Acquisitions involving entities or businesses under common control

Management uses the following criteria to evaluate whether an acquisition has substance to apply the purchase method or the pooling of interest method where the transaction lacks substance:

- the purpose of the transaction;
- the involvement of outside parties in the transaction, such as non-controlling interests or other third parties;
- whether or not the transaction is conducted at fair value;
- the existing activities of the entities involved in the transactions;
- whether or not it is bringing entities together into a reporting entity that did not exist before; and
- where a new company is established, whether it is undertaken in connection with an IPO or spin-off or other change in control and significant change in ownership.

Accounting for acquisitions involving entities or businesses under common control is outside the scope of IFRS 3 "Business Combinations". In the case of an absence of specific guidance in IFRS, management use their judgement in developing and applying an accounting policy that is relevant and reliable. In making that judgement the management may also consider the most recent pronouncements of other standard-setting bodies that use a similar conceptual framework to develop accounting standards, to the extent that these do not conflict with the IFRS.

Management has adopted the pooling of interest method of accounting for acquisitions under common control. Under this method there is no requirement to fair value the assets and liabilities of the transferred entities and hence no goodwill is created upon transfer of ownership as the balances remain at book value.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.23 Significant management judgment in applying accounting policies and estimation uncertainty

When preparing the consolidated financial statements management undertakes significant judgments, estimates and assumptions in applying the accounting policies of the Group that have the most significant effect on the consolidated financial statements and about recognition and measurement of assets, liabilities, income and expenses.

The actual results may differ from the judgments, estimates and assumptions made by management, and will seldom equal the estimated results.

Impairment of financial assets

The carrying amounts of the Group's financial assets are reviewed at each consolidated statement of financial position date or whenever there is any indication of impairment. If any such indication exists, the recoverable value of the financial assets is estimated. An impairment loss is recognised where the carrying amount of a financial asset exceeds its recoverable value. Impairment losses are recognised in the consolidated statement of comprehensive income.

Use of estimates and judgements - IFRS 15

Satisfaction of performance obligations

The Group is required to assess each of its contracts with customers to determine whether performance obligations are satisfied over time or at a point in time in order to determine the appropriate method of recognising revenue. The Group has assessed that based on the sale and purchase agreements entered into with customers with specific identification of unit, and the provisions of relevant laws and regulations, where contracts are entered into to provide real estate assets to customer, the Group does not create an asset with an alternative use to the Group and usually has an enforceable right to payment for performance completed to date. In these circumstances, the Group recognises revenue over time. Where this is not the case, revenue is recognised at a point in time.

Determination of transaction prices

The Group is required to determine the transaction price in respect of each of its contracts with customers. In making such judgement, the Group assesses the impact of any variable consideration in the contract, due to discounts or penalties, the existence of any significant financing component in the contract and any non-cash consideration in the contract.

Transfer of control in contracts with customers

In cases where the Group determines that performance obligations are satisfied at a point in time, revenue is recognised when control over the assets that is subject to the contract is transferred to the customer. In case of contracts to sale real estate assets, this is generally when the unit is handed over to the customers.

Allocation of transaction price to performance obligations in contracts with customers

The Group has elected to apply the input method in allocating the transaction price to performance obligations where revenue is recognised over time. The Group considers that the use of the input method which requires revenue recognition on the basis of the Group's efforts to the satisfaction of performance obligations provides the best reference for revenue actually earned. In applying the input method, the Group estimates the costs to complete the project in order to determine the amount of revenue to be recognised. The estimates include the cost of providing infrastructure, potential claims by contractors as evaluated by the project consultant and the cost of meeting other contractual obligations to the customers.

Cost to complete the projects

The Group has estimated the costs to complete the projects in order to determine the cost attributable to the revenue being recognised. The estimates include the cost of providing infrastructure, potential claims by contractors as evaluated by the project consultant and the cost of meeting other contractual obligations to the customers.

4 Material accounting policies (continued)

4.23 Significant management judgment in applying accounting policies and estimation uncertainty (continued)

Impairment of non-financial assets

An impairment loss is recognised for the amount by which the asset's or cash-generating unit's carrying amount exceeds its recoverable amount. To determine the recoverable amount, management estimates expected future cash flows from each cash-generating unit and determines a suitable interest rate in order to calculate the present value of those cash flows. In the process of measuring expected future cash flows management makes assumptions about future operating results. These assumptions relate to future events and circumstances. The actual results may vary and may cause significant adjustments to the Group's assets within the next financial year. In most cases, determining the applicable discount rate involves estimating the appropriate adjustment to market risk and the appropriate adjustment to asset-specific risk factors.

Control assessment

The Company reassesses whether or not it controls or has significant influence over an investee, if facts and circumstances indicate that there are changes to one or more of the three elements of control listed in note 4.7. Management has reviewed its control assessments in accordance with IFRS 10 and IAS 28 and has concluded that there is no effect on the classification of any of the Company's investee held during the year or comparative periods covered by or under these consolidated financial statements.

4.24 Estimation uncertainty

Determination and measurement of useful lives of property and equipment and intangible assets

The Group estimates the useful lives of its property and equipment and intangible assets based on the period over which the assets are expected to be available for use. The Group reviews annually the estimated useful lives of property and equipment and intangible assets based on factors that include asset utilisation, internal technical evaluation, technological changes, environmental and anticipated use of the assets. It is possible that future results of operations could be materially affected by changes in these estimates brought about by changes in the factors mentioned. A reduction in the estimated useful lives would increase the recorded depreciation expense for property and equipment and amortization expense for intangible assets and decrease the carrying value of the related assets. Residual values are not considered as they are deemed immaterial.

Properties under development

Management estimates the net realisable values of properties, taking into account the most reliable evidence available at each reporting date. The future realisation of these properties may be affected by future circumstances that may reduce future selling prices.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

4 Material accounting policies (continued)

4.24 Estimation uncertainty (continued)

Fair value of investment properties

Investment property is stated at fair value as at the reporting date. Gain or losses arising from changes in the fair values are included in the consolidated statement of comprehensive income in the year in which they arise. The fair value of investment properties is determined by independent real estate valuation experts using recognised valuation techniques. In some cases, the fair values are determined based on recent real estate transactions with similar characteristics and location to those of the Group's properties. When the fair value of the properties is assessed to be not significantly different from its last valuation, such properties are recorded at the value of the last valuation.

The determination of the fair value of investment properties requires the use of estimates such as future cash flows from assets and discount rates applicable to those assets. These estimates are based on local market conditions existing at the end of the reporting period.

Where market values are readily available, determining fair values of investment property is dependent on management's judgment as to what it considers as comparable units in the active market. Judgment is influenced by various criteria such as but not limited to unit type, floor area and unit location within a property. If the assumptions used under these methods are changed, the fair value may also change significantly.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

5 Property and equipment

2023	Buildings AED '000	Machinery and other equipment AED '000	Furniture and fixtures AED '000	Vehicles AED '000	Aircraft* AED '000	Other assets AED '000	Capital work in progress AED '000	Total AED '000
Cost								
Balance at January 1, 2023	74,646	10,259	1,729	8,778	-	11,257	2,274	108,943
Additions	3,101	2,496	652	151	-	-	-	6,400
On acquisition of subsidiaries (note 29)	-	2,699	382	-	158,836	-	-	161,917
Written-off	-	-	-	(2,612)	-	-	(2,274)	(4,886)
Balance at December 31, 2023	77,747	15,454	2,763	6,317	158,836	11,257	-	272,374
Accumulated depreciation								
Balance at January 1, 2023	25,507	7,178	1,561	7,894	-	9,578	-	51,718
On acquisition of subsidiaries (note 29)	-	2,373	286	-	14,622	-	-	17,281
Change for the year	15,520	616	242	579	2,654	1,313	-	20,924
Written-off	-	-	-	(2,455)	-	-	-	(2,455)
Balance at December 31, 2023	41,027	10,167	2,089	6,018	17,276	10,891	-	87,468
Net carrying amount as at December 31, 2023	36,720	5,287	674	299	141,560	366	-	184,906

*During the year, the aircraft with a carrying value of AED 141,560 thousand was mortgaged to a financial institution against the Group's borrowings.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

5 Property and equipment (continued)

2022	Buildings AED '000	Machinery and other equipment AED '000	Furniture and fixtures AED '000	Vehicles** AED '000	Other assets AED '000	Capital work in progress AED '000	Total AED '000
Cost							
Balance at January 1, 2022	59,443	7,114	1,571	8,599	11,257	4,191	92,175
Additions	11,012	3,145	158	361	-	2,274	16,950
Transfer	4,191	-	-	-	-	(4,191)	-
Written off	-	-	-	(182)	-	-	(182)
Balance at December 31, 2022	74,646	10,259	1,729	8,778	11,257	2,274	108,943
Accumulated depreciation							
Balance at January 1, 2022	11,841	5,922	1,519	7,000	9,277	-	35,559
Change for the year	13,666	1,256	42	1,076	301	-	16,341
Written off	-	-	-	(182)	-	-	(182)
Balance at December 31, 2022	25,507	7,178	1,561	7,894	9,578	-	51,718
Net carrying amount as at December 31, 2022	49,139	3,081	168	884	1,679	2,274	57,225

**During the prior year, certain vehicles with a carrying value of AED 65 thousand were mortgaged to the bank against the Group's finance lease liabilities.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

6 Intangible assets

Computer software	2023	2022
	AED '000	AED '000
Cost		
Opening balance	5,447	5,199
Additions	2,493	248
Closing balance	7,940	5,447
Accumulated amortization		
Opening balance	4,390	3,738
Charge for the year	378	652
Closing balance	4,768	4,390
	3,172	1,057

7 Investment properties

	2023	2022
	AED '000	AED '000
Opening balance	1,303,186	2,712,198
Fair value gain	2,204,554	77,859
Additions (c)	1,216,519	321,789
On acquisition of subsidiary (note 29)	84,557	-
Transferred from a related party (note 13) (a)	-	1,902,500
Transferred from properties under development (note 8)	-	187,702
Transferred to a related party (note 13) (a)	(8,325)	(1,902,068)
Transferred to properties under development (note 8) (b)	(2,522,181)	(1,996,794)
	2,278,310	1,303,186

Particulars	Location	2023	2022
		AED '000	AED '000
Building	7 units of commercial space in 'Sobha Sapphire' – Business Bay, Dubai, UAE	24,847	24,847
Land	Plot No 6110129, Bukadra, Dubai (a)	2,119,544	1,160,000
Land	Plot No 1238 (643-8092), Wadi Al Safa Two, Dubai (b)	-	118,339
Land	MS-07 & MS-08*	87,890	-
Land	Plot No 1374, Jabal Ali Industrial first, Dubai, UAE (c)	46,029	-
		2,278,310	1,303,186

*Plot no MS-07 & MS-08 pertains to land parcels acquired as a result of acquisition of Sobha Capital LLC, through a common control transaction on September 30, 2023. The Group recorded a fair value gain of AED 3.3 million in respect of this property, pursuant to the fair valuation exercise carried out on December 31, 2023.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

7 Investment properties (continued)

(a) By virtue of a Land Swap Agreement, ("Agreement") dated June 30, 2022, between P N C Investments L.L.C ("PNCI") and Mr. Puthan NC Menon ("PNC Menon"); PNCI transferred the following properties to PNC Menon:

- Plot No. MS 7-8 located at Hartland, Godolphin River City, Meydan, Dubai, UAE including property under development thereon with a combined value of AED 427,982 thousand;
- Plot No. 4277, located at Hadaeq Sheikh Mohammed Bin Rashid, Dubai, UAE with a value of AED 1,105,564 thousand; and
- Plot No. 4278, located at Hadaeq Sheikh Mohammed Bin Rashid, Dubai, UAE with a value of AED 368,520 thousand.

In exchange for the above, as per the terms of the Agreement, PNC Menon transferred the following properties to PNCI:

- Plot No. 6110129, Bukadra, Dubai, UAE with a value of AED 1,125,000 thousand;
- Plot No. 438 (112-113), Ras Al Khor, Industrial First, Dubai, UAE with a value of AED 320,000 thousand; and
- Plot No. 16 (347-380), Sobha Hartland, Al Merkadh, Dubai, UAE with a value of AED 457,500 thousand.

The above transfers of investment property from the shareholder to the Company were conducted at the estimated fair value on the respective date of transfer.

(b) On January 1, 2022, the Group transferred investment properties located at Plot No. MS 1-6, located at Hartland, Godolphin River City, Meydan, Dubai, UAE, with a value of AED 720,840 thousand to properties under development, for the purpose of developing real estate projects on the said properties.

On June 30, 2022, the Group transferred investment property with a value of AED 61,991 thousand, which formed part of the total value of AED 457,500 thousand pertaining to the investment property located at Plot No. 16 (347-380), Sobha Hartland, Al Merkadh, Dubai, UAE and investment property located at Plot No. HO3, Al Merkadh Dubai, UAE with a value of AED 132,007 thousand to properties under development, for the purpose of developing real estate projects on the said properties.

On December 31, 2022, the Group recorded a fair value gain of AED 35,000 thousand in respect of Plot No. 6110129, pursuant to the fair valuation exercise carried out on December 31, 2022. On January 1, 2023 and April 1, 2023 the Group transferred investments property amounting to AED 150,000 thousand and AED 71,898 thousand respectively to properties under development, for the purpose of developing real estate projects on the said properties. The Group recorded a fair value gain of AED 36,176 thousand in respect of this property, pursuant to the fair valuation exercise carried out on June 30, 2023. On July 10, 2023, the Group transferred investment property amounting to AED 1,511,452 thousand to properties under development. Further, on December 1, 2023, the Group purchased additional rights to Gross Floor Area (GFA) for change in the development scope and usage of the investment property amounting to AED 500,000 thousand. Further, during the year, the Group transferred certain portion of the plot to a key management personnel of the Company amounting to AED 8,325 thousand (note 13). The Group recorded a fair value gain of AED 2,165,045 thousand in respect of this property, pursuant to the fair valuation exercise carried out on July 10, 2023 and December 31, 2023 respectively.

On June 30, 2022, the Group recorded a fair value gain of AED 5,110 thousand in respect of the investment property located at Plot No. MS 9, located at Hartland, Godolphin River City, Meydan, Dubai, UAE, resulting in a revised fair value of AED 125,250 thousand.

On July 1, 2022, the Group transferred investment property located at Plot No. MS 9, located at Hartland, Godolphin River City, Meydan, Dubai, UAE, with a value of AED 125,250 thousand, Plot No. 438 (112-113), located at Ras Al Khor, Industrial First, Dubai, UAE with a value of AED 320,000 thousand and Plot No. 16 (347-380), located at Sobha Hartland, Al Merkadh, Dubai, UAE with a value of AED 395,508 thousand to properties under development, for the purpose of developing real estate projects on the said properties.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

7 Investment properties (continued)

(c) On June 9, 2022, the Company purchased an investment property located at Plot No. 1238 (643-8092), Wadi Al Safa Two, Dubai, UAE for an amount of AED 80,591 thousand at an auction. On December 31, 2022, the Group recorded a fair value gain of AED 37,748 thousand in respect of this property, pursuant to the fair valuation exercise carried out on December 31, 2022. On March 2, 2023, the Company paid an additional amount of AED 40,014 thousand to DUBAI LAND (LLC) for change in the development scope and usage of the investment property. On April 1, 2023 and July 1, 2023 the Group transferred AED 75,498 thousand and AED 82,856 thousand to properties under development, for the purpose of developing real estate projects on the said property.

On January 26, 2023, the Company purchased and transferred the investment property to properties under development located at Plot No. 855 (393-5816), Al Thanyah Fifth Community, Dubai, UAE for an amount of AED 147,173 thousand for the purpose of developing real estate projects on the said properties.

On December 28, 2022, the Company purchased an investment property located at Plot No. 3680 (392-660), Marsa, Dubai, UAE for an amount of AED 241,197 thousand from a third party. On the same date, the Group transferred the said investment property to properties under development, for the purpose of developing real estate projects on the said property. Further, during the year, the Company purchased an investment property adjacent to Plot No. 3680, located at Plot No. 3681 (392-661) and Plot No. 3682 (392-662), Marsa, Dubai, UAE amounting to AED 483,302 thousand from a third party which was transferred to properties under development for the purpose of developing real estate projects on the said property.

On May 3, 2023, the Company purchased an investment property located at Plot No. 1374 (599-221), Jabal Ali Industrial First, Dubai, UAE for an amount of AED 46,029 thousand.

As of the reporting date, the Company has AED 691,425 thousand (2022: AED 169,712 thousand), payable in relation to the purchase of investment properties (refer note 22).

Note 34 sets out the method used for the determination of the estimated fair value of the investment properties.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

8 Properties under development

	2023	2022
	AED '000	AED '000
Properties under development	<u>2,269,535</u>	<u>1,520,735</u>

Movement in the properties under development during the year is as follows:

	2023	2022
	AED '000	AED '000
Opening balance	1,520,735	1,539,204
Transferred from investment properties (note 7)	2,522,181	1,996,794
Additions during the year	2,050,617	1,564,580
Transferred to investment properties (note 7)	-	(187,702)
Transferred to direct costs – net	<u>(3,823,998)</u>	<u>(3,392,141)</u>
Closing balance	2,269,535	1,520,735
Less: Non-current portion	<u>(24,109)</u>	<u>(66,677)</u>
Current portion	<u>2,245,426</u>	<u>1,454,058</u>

Properties under development represents the cost of land, development cost of villas, apartments and infrastructure being developed within the Sobha Hartland project, located at Mohammed Bin Rashid Al Maktoum City, Sobha One project located at Ras Al Khor, S-Tower project located at Sheikh Zayed Road, Dubai, Sobha Verde project located at Al Thanyah Fifth Community, Dubai, Sobha Reserve project located at Plot No 1238 (643-8092), Wadi Al Safa Two, Dubai, Sobha Sea Haven project located at Al Marsa, Dubai Marina, Dubai, UAE and Sobha Hartland project located at Bukadra, Dubai, UAE.

Additions to properties under development include capitalised borrowing costs amounting to AED 33,751 thousand (2022: AED 69,007 thousand) (note 27).

9 Financial asset

	2023	2022
	AED '000	AED '000
Future sale proceeds of equity instrument at FVOCI	<u>2,011,692</u>	<u>1,211,049</u>

Movement in the financial asset is as follows:

	2023	2022
	AED '000	AED '000
Opening balance	1,211,049	2,033,883
Change in fair value	807,524	(620,765)
Foreign exchange loss	<u>(6,881)</u>	<u>(202,069)</u>
Closing balance	<u>2,011,692</u>	<u>1,211,049</u>

The shareholders of PNC Investments LLC (the "Declarants") being the legal and beneficial owners of 48.58% of the shares in Sobha Limited, an entity listed in India ("Sobha Limited Shares"), had entered into a Deed of Declaration in favour of the PNC Investments LLC (the "Company"), declaring to assign any sale proceeds received in the event of any sale, transfer or other similar disposal of the Sobha Limited Shares to the Company. Consequently, the Company has accounted for such assignment to receive the proceeds as a financial asset and the valuation is linked to the fair value of the Sobha Limited Shares as determined with reference to the published price in the quoted market.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

10 Trade and other receivables

	2023	2022
	AED '000	AED '000
<i>Financial assets</i>		
Trade receivables	5,141,323	4,960,512
Deposits	129,660	20,448
Other receivables	2,124	-
	<u>5,273,107</u>	<u>4,980,960</u>
<i>Non-financial assets</i>		
Prepayments	5,150	13,577
Advance to suppliers	57,651	62,358
Advances**	44,500	4,828
VAT receivable – net	46,371	33,903
Deferred expenses*	160,477	188,359
Staff advances	3,293	2,493
	<u>317,442</u>	<u>305,518</u>
	<u>5,590,549</u>	<u>5,286,478</u>

*This represents commission paid to third party brokers.

**Advances of AED 44,500 thousand (2022: AED 4,828 thousand) represents amounts paid in advance to certain minority shareholders of Sobha Lifestyle City Limited, in relation to the purchase of certain shares of the minority shareholders. The said advances shall be treated as an increase in investment in subsidiary after the completion of the necessary legal process.

11 Other financial assets

	2023	2022
	AED '000	AED '000
Deposits – current	-	43,974

12 Cash and cash equivalents

	2023	2022
	AED '000	AED '000
Cash on hand	8,766	19,741
Cash at banks		
- in escrow account*	689,149	518,569
- in current account	1,408,590	140,845
	<u>2,097,739</u>	<u>659,414</u>
Cash and cash equivalents	<u>2,106,505</u>	<u>679,155</u>

*The balance in escrow account relates to advance collected from customers which are available for payments relating to construction of properties under development.

Certain escrow accounts maintained in the name of Sobha L.L.C are under lien against the Group's borrowings (note 20).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

13 Related parties

The Group in the normal course of business carries on business with other enterprises that fall within the definition of a related party. The Group's related parties include its Shareholders, key management personnel, and entities controlled by such parties. Transactions with related parties normally comprise transfer of resources, services, or obligations between the parties. Transactions carried out with related parties are measured at amounts agreed by both parties.

Balances with related parties included in the consolidated statement of financial position are as follows:

	2023 AED' 000	2022 AED' 000
Due from related parties		
<i>Associated undertakings</i>		
Sobha Furniture Industries LLC	274	-
Sobha Modular Industries LLC	499	-
SIA Landscaping	204	-
	977	-
	2023 AED' 000	2022 AED' 000
Due to related parties		
<i>Associated undertakings</i>		
Sobha Constructions L.L.C	177,625	257,598
Sobha Corporate L.L.C	16,322	-
PNC Architects	45,304	21,927
Latimer Facilities Management LLC	9,404	-
Other related parties	-	10
	248,655	279,535
	2023 AED' 000	2022 AED' 000
Loan from shareholders		
Opening balance	-	-
Transfer from shareholders' account* (note 16)	999,619	-
Interest expense on loan from shareholders (note 27)	20,968	-
Repaid during the year	(18,937)	-
Closing balance	1,001,650	-

*On October 1, 2023, the Company entered into a loan agreement with Mr. Puthan NC Menon and Mrs. Sobha Menon (together referred to as the "Shareholders") for an unsecured term loan facility with an amount not exceeding AED 5bn, including any transfer of funds from the Shareholders' account which shall be available to the Company in multiple tranches as and when requested by the Company, on the terms, and subject to the conditions specified in the agreement (hereinafter referred to as the "Shareholders' Loan"). The Shareholders' Loan shall be subordinated in favor of all the external borrowings of the Group and the principal amount is repayable after 10 years from the date of the first drawdown, subject to the condition that, the cash and cash equivalents of the Group less external borrowings shall remain positive, post the repayment of the Shareholders' Loan. As per the terms of the Shareholders' Loan, early settlement, if any, shall be made subject to the approval of the Board of Directors of the Company in addition to the conditions stipulated above.

The interest on the utilized facility shall accrue every quarter at the rate of 3 Months SOFR (Secured Overnight Financing Rate) + 300 basis points, subject to, the aggregate of interest accrued, and dividend declared by the Company, if any, shall be capped at 30% of the net profit of the Group for each reporting period during the Shareholders' Loan's tenure.

Consequently, effective October 1, 2023, the Board of Directors of the Company, resolved to transfer the amount of AED 999,619 thousand from the shareholders' account to the loan account (note 16).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

13 Related parties (continued)

Key management personnel compensation

Key management personnel of the Group are the Chairman, Co-Chairman, Group Chief Financial Officer, Chief Executive Officer, Chief Financial Officer, Director and the Manager. During the year, the key management personnel compensation was as follows:

	2023	2022
	AED '000	AED '000
Salaries and benefits	67,005	35,321
Transfer of investment property (note 7)	8,325	-

Transactions with related parties

Significant transactions carried out with related parties are as follows:

	2023	2022
	AED '000	AED '000
Construction and development expenses for properties under development	1,757,199	1,127,771
Royalty expenses (note 26)	16,322	-
Interest on loan from shareholders (note 27)	20,968	-
Project design and supervision fee charged by a related party	124,309	54,172
Administration and management fee (note 25)	10,068	14,487
Transfer of investment properties from a related party (note 7)	-	1,902,500
Transfer of investment properties to a related party (note 7)	-	1,902,068

14 Share capital

The authorised, issued and fully paid-up share capital of the Company is AED 300,000 divided in to 300 shares of AED 1,000 each.

	2023	2022
	AED '000	AED '000
Authorised, issued and fully paid-up share capital (300 shares)	300	300

The shareholding is as follows:

	2023			2022		
	%	No. of shares	AED'000	%	No. of shares	AED'000
Mr. Puthan N C Menon	53%	159	159	53%	159	159
Mrs. Sobha Menon Raghavan Nair	47%	141	141	26%	78	78
Mrs. Bindu PNC Menon*	-	-	-	21%	63	63
	100%	300	300	100%	300	300

*On January 9, 2023, the share capital of the Company held by Mrs. Bindu PNC Menon was transferred to Mrs. Sobha Menon Raghavan Nair.

14.1 Dividend

During the year, the Group declared and paid dividends amounting to AED 90,400 thousand (2022: AED nil).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

15 Statutory reserve

In accordance with the Articles of Association of the Company and Article 103 of the Federal Law No. (32) of 2021, a minimum of 5% of the net profit of the Company is required to be allocated every year. Such transfers are required to be made until the balance on the statutory reserve equals one half of the Company's paid-up share capital.

16 Shareholders' account

	2023 AED '000	2022 AED '000
Mr. Puthan N C Menon	-	132,961
Mrs. Sobha Menon Raghavan Nair	-	849,537
Mrs. Bindu PNC Menon	-	17,121
	<u>-</u>	<u>999,619</u>

*By virtue of transfer in shareholding referred to in note 14 above, the Shareholders' current account balance of AED 17,121 thousand previously held by Mrs. Bindu PNC Menon was transferred to Mrs. Sobha Menon Raghavan Nair.

On October 1, 2023, the Board of Directors of the Company, resolved to transfer the amount of AED 999,619 thousand from the shareholders' account to the loan account effective October 1, 2023 (note 13).

17 Non-controlling interest (NCI)

	2023 AED '000	2022 AED '000
Sobha Lifestyle City Limited (a)	<u>315,010</u>	<u>374,946</u>

(a) This represents 18.52% (2022: 21.96%) interest held by various shareholders in the capital and reserves of Sobha Lifestyle City Limited at the reporting date.

The movement in NCI is as follows:

	Sobha Lifestyle City Limited AED '000
2023	
Balance at January 1, 2023	374,946
Increase of investment in subsidiary	(58,624)
Share of loss for the year	(1,312)
Balance at December 31, 2023	<u>315,010</u>
2022	
Balance at January 1, 2022	723,683
Increase of investment in subsidiary	(348,267)
Share of loss for the year	(470)
Balance at December 31, 2022	<u>374,946</u>

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

17 Non-controlling interest (continued)

17.1 Subsidiary with material non-controlling interests

The Group's consolidated financial statements include following subsidiary, with material non-controlling interests (NCI):

Name	Proportion of ownership interests held by the NCI		Loss allocated to NCI		Principal activity and principal place of business
	2023	2022	2023	2022	
			AED '000	AED '000	
Sobha Lifestyle City Limited	18.52%	21.96%	1,312	470	Investment in land and properties approved by JAFZA or any other free hold property in the United Arab Emirates

Summarised financial information for the subsidiary in which material non-controlling interests has been identified before intragroup eliminations, is set out below:

	Sobha Lifestyle City Limited	
	2023	2022
	AED '000	AED '000
Non-current	-	-
Current assets	2,019,809	2,077,812
Total assets	2,019,809	2,077,812
Non-current	-	-
Current liabilities	318,757	370,278
Total liabilities	318,757	370,278
Equity attributable to Shareholders of the Company	1,386,042	1,332,588
Non-controlling interests	315,010	374,946

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

17 Non-controlling interest (continued)

17.1 Subsidiary with material non-controlling interests (continued)

	<u>Sobha Lifestyle City Limited</u>	
	2023	2022
	AED '000	AED '000
Revenue	-	-
Loss for the year attributable to Shareholders of the Company	(5,170)	(1,669)
Loss for the year attributable to NCI	(1,312)	(470)
Net loss for the year	(6,482)	(2,139)
Net cash used in operating activities	(1)	(1)
Net cash from investing activities	-	-
Net cash from financing activities	-	-
Net cash outflow	(1)	(1)

The increase in investment in the subsidiary was affected as follows:

	<u>Sobha Lifestyle City Limited</u>	
	2023	2022
	AED '000	AED '000
Consideration for purchase of additional interests	29,803	92,643
Carrying value of the additional interests acquired	58,624	348,267
Recognised in retained earnings	(28,821)	(255,624)

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

18 Fair value reserve

The carrying value of fair value reserve as at the reporting date and the movement during the year can be analysed as follows:

	2023	2022
	AED '000	AED '000
Opening balance	699,648	1,522,482
Fair value change on financial assets (note 9)	807,524	(620,765)
Foreign exchange loss on financial assets (note 9)	(6,881)	(202,069)
Closing balance	<u>1,500,291</u>	<u>699,648</u>

19 Employees' end of service benefits

	2023	2022
	AED '000	AED '000
Opening balance	12,776	10,331
Charge for the year	8,955	4,198
Payments made during the year	(6,519)	(1,753)
Closing balance	<u>15,212</u>	<u>12,776</u>

20 Borrowings

	2023			2022		
	Current AED '000	Non-current AED '000	Total AED '000	Current AED '000	Non-current AED '000	Total AED '000
Term finance	217,755	80,874	298,629	177,474	1,489,674	1,667,148
Foreign currency loan	-	-	-	121,038	89,304	210,342
Short term loan	181,833	-	181,833	-	-	-
Sukuk	30,407	1,046,663	1,077,070	-	-	-
	<u>429,995</u>	<u>1,127,537</u>	<u>1,557,532</u>	<u>298,512</u>	<u>1,578,978</u>	<u>1,877,490</u>

The movement in borrowings is as follows:

	2023	2022
	AED '000	AED '000
Opening balance	1,877,490	2,455,790
Additions during the year	1,942,356	105,000
On acquisition of subsidiary (note 29)*	110,175	-
Interest expense on borrowings (note 27)	77,984	130,863
Repayments during the year	(2,450,473)	(814,163)
Closing balance	<u>1,557,532</u>	<u>1,877,490</u>

*This pertains to a loan obtained by Sobha Jet Limited (a subsidiary), prior to the acquisition of this subsidiary by the Company (note 29). During the reporting period, on December 21, 2023, this loan was fully settled by the subsidiary.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

20 Borrowings (continued)

Sukuk Certificates

On July 17, 2023, Sobha Sukuk Limited, (a subsidiary), issued 300,000 five-year Sukuk Certificates with a face value of USD 1,000 each, listed on Nasdaq Dubai (ISIN: XS2633136234), an international financial exchange in the Middle East, amounting to USD 300 million with a coupon rate of 8.75% per annum payable semi-annually from January 17, 2024.

On December 6, 2023, PNC Investments LLC (the obligor of Trust Certificates issued by Sobha Sukuk Limited or "Trust Certificates") repurchased and cancelled Trust Certificates with a face value of USD 15 million. As at the reporting date, Trust Certificates with a face value of USD 285 million remain issued and outstanding.

The fair value of the Trust Certificate as of the reporting date was USD 998.25 per sukuk.

Loan from financial institutions

Bank loans represents Term finance and foreign currency loan obtained from financial institutions.

1) Term finance:

During the current year, SLLC availed a new term loan facility ("Facility 1") from a financial institution amounting to AED 256 million (USD 69.8 million) of which SLLC received AED 169 million during the current year. Further, during the current year, the Company availed a term loan facility ("Facility 2") from a financial institution amounting to AED 220 million (USD 60 million) of which the Company received AED 81 million during the current year. Both Facility 1 and Facility 2 have been fully repaid by SLLC during the year.

During the year 2021, SLLC availed a term loan facility ("Facility 3") from a financial institution with a sanctioned limit of AED 735 million, of which SLLC received an amount of AED 105 million during the prior year. In the current year, SLLC received an additional amount of AED 208 million from the financial institution. The total principal balance outstanding on this loan as of December 31, 2023, amounted to AED 200 million. Subsequently, in the month of January 2024, the loan was settled in full by SLLC.

During the year 2014, the Company obtained a term finance facility ("Facility 4") from a financial institution amounting to AED 500 million. The term finance facility carried variable profit rate at prevailing market rates. The facility was for a period of 5 years. During the year 2019, the Company signed an amendment agreement with the financial institution to extend the repayment of AED 480 million, the outstanding loan amount as of the date of amendment, over a period of 4 years, from the date of amendment. Facility 4 having an outstanding balance of AED 334 million was fully repaid by the Company in the current year.

During the year 2018, the Company obtained a term of loan facility ("Facility 5") from a financial institution amounting to AED 140 million. The term finance facility carried variable interest rate at the prevailing market rates. Facility 5 having an outstanding balance of AED 45 million was fully repaid by the Company in the current year.

During the year 2018, SLLC obtained a term loan ("Facility 6") from a financial institution amounting to AED 225 million against a total sanctioned amount of AED 354 million. The loan was to be repaid in four quarterly instalments. During the year 2019, SLLC received an additional amount of AED 86 million against the total facility amount. During 2021, SLLC received an additional amount of AED 21.96 million against the total facility amount. Tranches of the loan had applicable payment moratorium ranging from 5 – 11 quarters from the date of tranche disbursement. The term finance facility carried variable interest rate at the prevailing market rates. During the prior year, Facility 6 having an outstanding balance of AED 99 million was repaid in full by SLLC.

During the year 2020, the Company obtained a term loan ("Facility 7") facility from a financial institution amounting to AED 1,400 million. The term finance facility carries variable profit rate at the prevailing market rates. The facility is for a period of 5 years. During the current year, AED 1,147 million was paid against Facility 7 and the liability was settled in full.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

20 Borrowings (continued)

Loan from financial institutions (continued)

1) Term finance (continued):

Sobha Jet Limited (a subsidiary) entered into a new term loan facility amounting to USD 30 million ("Facility 8") on December 21, 2023, in respect of the purchase of an aircraft. The loan is to be repaid in 60 equal monthly instalments commencing January 2024.

On November 1, 2023, the Company entered into a new short-term working capital loan facility ("Facility 9") with a financial institution carrying an interest rate of SOFR + 3.6% p.a. The principal outstanding loan as of the reporting date amounted to USD 50 million (AED 181 million).

2) Foreign currency loan:

During the year 2017, SLLC obtained a foreign currency loan ("Facility 10") from a financial institution amounting to USD 50 million (AED 184 million) towards development of certain projects at Sobha Hartland. In 2018, the facility agreement was amended and an additional USD 50 million (AED 184 million) was sanctioned of which USD 48 million (AED 176 million) was disbursed by the financial institution. The loan tenure is 7 years from date of initial disbursement and carries interest at the prevailing market rates and is payable semi-annually. During the year 2021, the repayment of the foreign currency loan commenced upon completion of the moratorium period of 4 years from the date of the agreement amendment. Facility 10 having an outstanding balance of AED 210 million was fully repaid by SLLC in the current year.

The above borrowing facilities are secured by way of:

- Joint and several personal guarantees from all Shareholders of P N C Investments L.L.C;
- Pledge of 'Facility Service Reserve Account' / 'Debt Service Reserve Account';
- Assignment of receivables by the proposed contractor Sobha Construction LLC;
- Assignment of insurance policies to respective financial institutions, as per the agreed terms;
- First and exclusive charge by way of mortgage on Plot No. 25 identification number 347-0383 (including immovable structures, present & future) pertaining to the Crest project in "Sobha Hartland".
- Assignment of Development rights of project named "The Crest" and structures, present and future, situated at Municipality No 347-0383, Dubai, UAE.
- First and exclusive charge on receivables deposited/to be deposited in Escrow Accounts from sold and unsold inventory of the Crest project in Sobha Hartland.
- Corporate guarantee of P N C Investment L.L.C;
- First and exclusive charge by way of mortgage on aircraft with Airframe no 72104 (model GVII-G500 (G500)).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

21 Finance lease liabilities

Finance lease liabilities recognised in the consolidated statement of financial position can be analysed as follows:

	2023		2022	
	Current AED '000	Non-current AED '000	Current AED '000	Non-current AED '000
Finance lease liabilities	-	-	46	-

The movement in the finance lease liabilities is as follows:

	2023 AED '000	2022 AED '000
Opening balance	46	824
Finance cost (note 27)	6	97
Repayments	(52)	(875)
Closing balance	-	46

During the prior year, the net carrying amount of the Group's assets held under a finance lease arrangement was AED 65 thousand.

Finance lease liabilities were secured by the related assets held under finance leases. Future minimum finance lease payments at the end of each reporting period were as follows:

	Minimum lease payments due		
	Within 1 year AED '000	More than 1 year AED '000	Total AED '000
December 31, 2023			
Lease payments	-	-	-
Finance charges	-	-	-
Net present value	-	-	-
December 31, 2022			
Lease payments	52	-	52
Finance charges	(6)	-	(6)
Net present value	46	-	46

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

22 Trade and other payables

	2023	2022
	AED '000	AED '000
<i>Financial liabilities</i>		
Trade payables*	822,267	304,523
Provision for leave pay and air tickets	15,795	10,270
Staff payables	63,918	1,514
Accruals	215,244	213,955
Other	2,345	384
	<u>1,119,569</u>	<u>530,646</u>
<i>Non-financial liabilities</i>		
Advance from customers**	472,426	19,377
Excess billings	32,562	47,113
	<u>504,988</u>	<u>66,490</u>
	<u>1,624,557</u>	<u>597,136</u>

*Trade payables include AED 691,425 thousand (2022: AED 169,712 thousand) payable in relation to the purchase of investment properties (note 7).

**Advance from customers mainly represent amounts received from customers against sale of villas, apartments and properties in accordance with the payment schedule stated in the sale and purchase agreements with customers.

23 Revenue

	2023	2022
	AED '000	AED '000
Revenue from sale of apartments and villas	6,552,585	5,555,096
Less: units cancelled during the year*	(59,852)	(11,874)
Revenue from security services	11,694	6,953
	<u>6,504,427</u>	<u>5,550,175</u>

*As a result of customer defaults, sales and purchase agreements with customers for 50 units (2022: 5 units) have been cancelled and the Group has reinstated these units.

24 Direct costs

	2023	2022
	AED '000	AED '000
Land cost	1,555,704	1,640,750
Construction cost	1,651,278	1,191,609
Infrastructure cost	152,350	264,937
Finance cost	80,471	86,115
Design cost	100,039	108,733
Overheads	322,734	104,979
Less: cost of units cancelled during the year	(38,578)	(4,589)
Other direct costs	10,719	4,696
	<u>3,834,717</u>	<u>3,397,230</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

25 Administrative and general expenses

	2023	2022
	AED '000	AED '000
Commission expense	252,066	85,702
Salaries and other benefits	196,765	153,258
Legal and professional	19,933	5,147
Repairs and maintenance	17,941	12,599
Communication expense	15,276	5,881
Administration and management fee* (note 13)	10,068	14,487
Utilities	5,563	6,331
Bank charges	3,983	975
Printing and stationary	2,872	1,586
Property and equipment written-off (note 5)	2,431	-
Rent	738	799
Aircraft management fees	880	-
Vehicle maintenance	699	-
Other	19,742	8,018
	<u>548,957</u>	<u>294,783</u>

*Administration and management fee include service fees charged by a related party for the management services provided to the Group and cost of association charges to the Owners' association.

26 Selling and marketing expenses

	2023	2022
	AED '000	AED '000
Commission expense	998,466	544,705
Advertisement and marketing	273,529	91,925
Business promotion	50,581	15,866
Royalty expense (note 13)	16,322	-
	<u>1,338,898</u>	<u>652,496</u>

27 Finance costs – net

	2023	2022
	AED '000	AED '000
Interest on borrowings (note 20)	77,984	130,863
Interest capitalised to properties under development (note 8)	<u>(33,751)</u>	<u>(69,007)</u>
Net interest on borrowings	<u>44,233</u>	<u>61,856</u>
Interest on loan from shareholders (note 13)	20,968	-
Interest on finance lease liability (note 21)	6	97
Loan processing fees	<u>17,420</u>	<u>10,850</u>
	<u>82,627</u>	<u>72,803</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

28 Income tax

Deferred income taxes are calculated using the balance sheet liability method.

Deferred tax assets are recognised to the extent that it is probable that the underlying tax loss or deductible temporary difference will be utilized against future taxable income.

Furthermore, the income tax expense pertains to corporation tax incurred by the Company's subsidiary's operations in the United Kingdom which is subject to an effective tax rate of 19% on taxable profits.

The movement in the deferred tax asset can be analysed as follows:

	2023 AED '000	2022 AED '000
On acquisition of subsidiary (note 29)	83	-

Deferred tax asset is attributable to the following items have been recognised:

	2023		
	Assets AED '000	Liabilities AED '000	Net AED '000
Property and equipment	83	-	83
	83	-	83

29 Acquisition involving entities under common control

On December 31, 2023, the Company acquired the business of Sobha Real Estate UK Limited, a related party for AED 5 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Real Estate UK Limited December 31, 2023 AED '000
ASSETS	
Property and equipment	422
Deferred tax asset	83
Trade and other receivables	930
Cash and bank balance	262
	<u>1,697</u>
LIABILITIES	
Trade and other payables	119
Due to related parties	9,439
	<u>9,558</u>
Net asset value on acquisition of Sobha Real Estate UK Limited (A)	<u>(7,861)</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

29 Acquisition involving entity under common control (continued)

On December 13, 2023, the Company acquired the business of Sobha Jet Limited., a related party for AED 44,186 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Jet Limited December 13, 2023 AED '000
ASSETS	
Property and equipment	144,214
Trade and other receivables	7,437
Due from related parties	357
Cash and bank balance	171
	<u>152,179</u>
LIABILITIES	
Trade and other payables	956
Borrowings	110,175
	<u>111,131</u>
Net asset value on acquisition of Sobha Jet Limited (B)	<u>41,048</u>

On September 30, 2023, the Company acquired the business of Sobha Capital L.L.C, a related party for AED 85,296 thousand. The net assets recognized on acquisition involving entity under common control can be analysed as follows:

	Sobha Capital L.L.C September 30, 2023 AED '000
ASSETS	
Investment properties	84,557
Cash and bank balance	8,731
Trade and other receivables	39
	<u>93,327</u>
LIABILITIES	
Trade and other payables	8,031
Net asset value on acquisition of Sobha Capital L.L.C (C)	<u>85,296</u>

	AED '000
Net asset value on acquisition (A+B+C)	118,483
Consideration payable	129,487
Loss on acquisition (recognized in retained earnings)	(11,004)

The net cash flow outflow on acquisition of subsidiaries through common control transactions can be analysed as follows:

	AED '000
Cash acquired on acquisition of subsidiaries	9,164
Consideration paid during the year	(129,487)
Net cash flow outflow on acquisition of subsidiaries	<u>(120,323)</u>

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

30 Segment information

The internal management reports that are prepared under IFRS are reviewed by the Board of Directors based on the different sectors in which the Group operates. The Group has identified the following as its basis of its segmentation:

Reportable segments	Operation
Real estate	Sale of units
Other segments*	Capital investment, security services and management in various enterprises

For management purposes, the Group has identified one major segment, namely, real estate.

*Other segments include businesses that individually do not meet the criteria for a reportable segment as per IFRS 8 Operating Segments.

	For the year ended December 31, 2023		
	AED '000	AED '000	AED '000
	Real estate	Other segments	Total
Segment revenue	6,492,733	11,694	6,504,427
Direct costs	(3,823,997)	(10,720)	(3,834,717)
Administrative and general expenses	(548,717)	(240)	(548,957)
Selling and marketing expenses	(1,338,898)	-	(1,338,898)
Depreciation and amortization	(18,647)	(2,655)	(21,302)
Other income	109,950	-	109,950
Finance cost	(81,282)	(1,345)	(82,627)
Gain on fair value of investment properties	2,204,554	-	2,204,554
Segment operating profit/(loss)	2,995,696	(3,266)	2,992,430
Segment assets	14,293,667	152,062	14,445,729
Segment liabilities	4,336,475	111,131	4,447,606

	For the year ended December 31, 2022		
	Real estate	Other segments	Total
	AED '000	AED '000	AED '000
Segment revenue	5,543,222	6,953	5,550,175
Direct costs	(3,392,099)	(5,131)	(3,397,230)
Administrative and general expenses	(294,783)	-	(294,783)
Selling and marketing expenses	(652,496)	-	(652,496)
Depreciation and amortization	(16,993)	-	(16,993)
Other income	33,663	-	33,663
Finance cost	(72,803)	-	(72,803)
Gain on fair value of investment properties	77,859	-	77,859
Segment operating profit	1,225,570	1,822	1,227,392
Segment assets	10,102,859	-	10,102,859
Segment liabilities	2,766,983	-	2,766,983

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

31 Guarantees and capital commitments

	2023	2022
	AED '000	AED '000
Capital commitments for properties under development	12,961,000	5,677,502
Capital commitments for purchase of land	-	460,000
Performance guarantees	251,250	77,643

32 Cash flow adjustments and changes in working capital

The following non-cash flow adjustments and adjustments for changes in working capital have been made to net profit to arrive at operating cash flow:

	Note	2023	2022
		AED '000	AED '000
Adjustments for:			
Depreciation and amortization	5,6	21,302	16,993
Gain on fair value of investment properties	7	(2,204,554)	(77,859)
Loan processing fees	27	17,420	10,850
Property and equipment written off	5	2,431	-
Net interest expense on borrowings	27	44,233	61,856
Interest expense on loan from shareholders	27	20,968	-
Interest expense on finance lease liabilities	27	6	97
Provision for employees' end of service benefits	19	8,955	4,198
		<u>(2,089,239)</u>	<u>16,135</u>
Net changes in working capital:			
Trade and other receivables		(295,665)	(1,908,781)
Other financial assets		43,974	3,621
Due from related parties		(620)	-
Due to related parties		(31,994)	26,293
Trade and other payables		425,205	148,550
Movement in properties under development		1,807,132	1,896,568
		<u>1,948,032</u>	<u>166,251</u>

33 Financial instruments risk

Risk management objectives and policies

The Group is exposed to various risks in relation to financial instruments. The main types of risks are market risk, credit risk and liquidity risk.

The Group's risk management is coordinated by the key management personnel and Shareholders; and focuses on actively securing the Group's short to medium-term cash flows by minimising the exposure to financial markets. Long-term financial investments are managed to generate lasting returns.

The Group does not actively engage in the trading of financial assets for speculative purposes. The most significant financial risks to which the Group is exposed to are described as follows.

33.1 Market risk

Market risk is the risk that the value of a financial instrument will fluctuate as a result of changes in market prices whether those changes are caused by factors specific to the individual security or its issuer or factors affecting all securities traded in the market.

The Group is exposed to market risk through its use of financial instruments and specifically to currency risk, interest rate risk and certain other price risks, which result from both its operating and investing activities.

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

33 Financial instruments risk (continued)

33.1 Market risk (continued)

Foreign exchange risk

Foreign currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates.

The Group mainly operates in United Arab Emirates and is exposed to foreign currency risk arising from foreign currency exposures, with respect to Indian Rupee ("INR") as the Group has investments in equity shares in the said currency.

Following is the breakup of financial instruments exposed to foreign currency risk:

	2023	2022
	AED '000	AED '000
Future sale proceeds of equity instrument at FVOCI (note 9)	2,011,692	1,211,049

The following table details the Group sensitivity to a +/- 5% (2022: +/- 5%) in the AED against INR. The sensitivity analysis is based on the Group's foreign currency financial instruments held at each reporting date.

	Other comprehensive (loss)/income for the year		Equity	
	AED '000	AED '000	AED '000	AED '000
	+5%	-5%	+5%	-5%
December 31, 2023	(100,585)	100,585	(100,585)	100,585
December 31, 2022	(60,552)	60,552	(60,552)	60,552

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk with respect to its borrowings.

The following table illustrates the sensitivity of profit/(losses) and equity to a reasonably possible change in interest rates of +/- 1% (2022: +/- 1%). These changes are considered to be reasonably possible based on observation of current market conditions. The calculations are based on a change in the average market interest rate for each year, and the financial instruments held at each reporting date that are sensitive to changes in interest rates and all other variables are held constant.

	(Loss)/profit for the year		Equity	
	AED '000	AED '000	AED '000	AED '000
	+1%	-1%	+1%	-1%
December 31, 2023	(14,821)	14,821	(14,821)	14,821
December 31, 2022	(18,775)	18,775	(18,775)	18,775

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

33 Financial instruments risk (continued)

33.1 Market risk (continued)

Price risk

Price risk is the risk that the value of a financial instrument would fluctuate as a result of changes in market prices, whether those changes are caused by factors specific to the individual security, or its issuer, or factors affecting all securities traded in the market.

The Group is exposed to price risk with respect to its investments in equity shares.

The following table illustrates the sensitivity of other comprehensive income/(loss) and equity to a reasonably possible change in interest rates of +/- 5% (2022: +/- 5%). The sensitivity analysis has been determined based on the exposure to equity price risks at the end of the reporting period.

	Other comprehensive income/(loss) for the year		Equity	
	AED '000	AED '000	AED '000	AED '000
	+5%	-5%	+5%	-5%
December 31, 2023	100,585	(100,585)	100,585	(100,585)
December 31, 2022	60,552	(60,552)	60,552	(60,552)

33.2 Credit risk analysis

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss.

The Group's maximum exposure to credit risk is limited to the carrying amount of financial assets recognised at the reporting date as summarised below:

	Note	2023 AED '000	2022 AED '000
Trade and other receivables	10	5,273,107	4,980,960
Due from related parties	13	977	-
Cash at banks	12	2,097,739	659,414
Other financial assets	11	-	43,794
		7,371,823	5,684,168

Trade and other receivables

The Group is not exposed to any significant credit risk exposure to any single counterparty or any group of counterparties having similar characteristics. Based on historical information about customer default rates, management considers the credit quality of trade receivables that are not past due or impaired to be good. The Group's exposure to trade receivables' credit risk is mainly influenced by the individual characteristics of the customers; however, the Group's policy is to collect the advance from the customers on a periodical basis and the handover of properties to the customers will take place only after final settlement of all dues by them.

The ageing of trade receivables as of the reporting date can be analysed as follows:

	Days overdue				Total AED '000
	Not due AED '000	0-90 AED '000	90-180 AED '000	Over 180 AED '000	
Trade receivables					
December 31, 2023	4,108,444	794,506	110,883	127,490	5,141,323
December 31, 2022	3,664,711	812,411	353,504	129,886	4,960,512

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

33 Financial instruments risk (continued)

33.2 Credit risk analysis (continued)

Cash at banks and other financial assets

The Group seeks to limit its credit risk with respect to bank balances and other financial assets held with banks by dealing only with reputable banks and continuously monitoring outstanding balances.

Due from related parties

The management of the Group is directly involved in the Group's operations and reviews and approves all transactions with related parties. The receivable balances are reconciled periodically with the related parties through intercompany reconciliations and confirmations.

33.3 Liquidity risk analysis

Liquidity risk also referred to as funding risk is the risk that an enterprise will encounter difficulty in raising funds to meet commitments associated with financial instruments. Liquidity risk may result from an inability to sell a financial asset quickly at close to its fair value.

The Group manages its liquidity needs by monitoring scheduled debt servicing payments for long-term financial liabilities as well as forecast cash inflows and outflows due in day-to-day business. The data used for analysing these cash flows is consistent with that used in the contractual maturity analysis below. Liquidity needs are monitored in various time bands, on a day-to-day and week-to-week basis. Long-term liquidity needs are identified monthly.

The Group's undiscounted financial liabilities as at the reporting date are summarised below:

	Within 1 year	More than 1 year	Total
	AED '000	AED '000	AED '000
December 31, 2023			
Borrowings (note 20)	429,995	1,127,537	1,557,532
Due to related parties (note 13)	248,655	-	248,655
Trade and other payables (note 22)	1,119,569	-	1,119,569
Loan from shareholders (note 13)	-	1,001,650	1,001,650
Total	1,798,219	2,129,187	3,927,406
December 31, 2022			
Borrowings (note 20)	298,512	1,578,978	1,877,490
Due to related parties (note 13)	279,535	-	279,535
Trade and other payables (note 22)	530,646	-	530,646
Finance lease liabilities (note 21)	52	-	52
Total	1,108,745	1,578,978	2,687,723

34 Fair value measurement

Assets and liabilities measured at fair value in the consolidated statement of financial position are grouped into three levels of fair value hierarchy. This grouping is determined based on the lowest level of significant inputs used in fair value measurement, as follows:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

P N C Investments L.L.C
Consolidated Financial Statements

Notes to the consolidated financial statements (continued)
For the year ended December 31, 2023

34 Fair value measurement (continued)

The following table shows the levels within the hierarchy of financial and non-financial asset measured at fair value:

	Note	Level 1 AED '000	Level 2 AED '000	Level 3 AED '000	Total AED '000
December 31, 2023					
Investment properties	(i)	-	-	2,278,310	2,278,310
Financial asset	(ii)	2,011,692	-	-	2,011,692
December 31, 2022					
Investment properties	(i)	-	-	1,303,186	1,303,186
Financial asset	(ii)	1,211,049	-	-	1,211,049

(i) Investment properties

Fair value of the investment property is estimated based on an appraisal performed by independent, professionally qualified property valuers. The significant inputs and assumptions are developed in close consultation with the management. The valuation processes and fair value changes are reviewed by the management at each reporting date.

The valuation was carried out by the valuers using a market approach considering the Gross Floor Area (GFA) of the plot of land and units of commercial space in the building. In determining the fair value, the valuers considered the sales comparison method. The significant unobservable input in the fair value estimation is an adjustment to reflect recent market transactions and factors specific to the subject properties. Although this input is a subjective judgement, management considers that the overall valuation would not be materially affected by reasonably possible alternative assumptions.

(ii) Financial asset

Financial asset represents investment in equity shares which are denominated in Indian Rupee (INR) and are publicly traded in Bombay Stock Exchange (BSE) and National Stock Exchange (NSE), India. Fair values have been determined by reference to their quoted closing prices at the reporting date.

35 Capital management policies and procedures

Capital includes equity attributable to the equity holders of the Group. The Group's policy is to maintain a strong capital base so as to maintain investor and creditor confidence and to sustain future development of the Group's business.

The management of the Group currently monitors the leverage on a periodic basis to ensure that the overall leverage is at manageable levels and that adequate profitability is being retained in the business to ensure a healthy capital structure.

The Group's capital management objectives are to maintain a strong credit rating and healthy ratios in order to support its business; to provide adequate returns to and maximise shareholder value; and to maintain an optimal capital structure to reduce the cost of capital.

The Group's capital structure follows:

	2023 AED '000	2022 AED '000
Equity attributable to the shareholders of the Company	9,683,113	6,960,930
Cash and cash equivalents	2,106,505	679,155

36 Subsequent event

Subsequent to the year end, P N C Investments L.L.C resolved to sell the business of Latinem Securities LLC (a branch of P N C Investments L.L.C), to Sobha Constructions L.L.C, a related party.

THE TRUSTEE

Sobha Sukuk I Holding Limited
c/o Walkers Professional Services (Middle East) Limited
Level 14, Burj Daman
Dubai International Financial Centre
PO Box 506513
Dubai
United Arab Emirates

THE OBLIGOR

PNC Investments LLC
13th Floor, Sobha Sapphire Building
Business Bay
P.O. Box 125250
Dubai
United Arab Emirates

**PRINCIPAL PAYING AGENT
AND TRANSFER AGENT**

**The Bank of New York Mellon,
London Branch**
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

DELEGATE

**The Law Debenture Trust
Corporation p.l.c.**
Eighth Floor
100 Bishopsgate
London EC2N 4AG
United Kingdom

REGISTRAR

**The Bank of New York
Mellon SA/NV, Dublin
Branch**
Riverside II
Sir John Rogerson's Quay
Dublin 2
Ireland

ARRANGERS

Abu Dhabi Commercial Bank PJSC

P.O. Box 939
Abu Dhabi
United Arab Emirates

Abu Dhabi Islamic Bank PJSC

P.O. Box 3113
Abu Dhabi
United Arab Emirates

Arqaam Capital Limited

27th Floor Index Tower
Dubai International Financial
Centre
P.O. Box 506687
Dubai
United Arab Emirates

Dubai Islamic Bank PJSC

P.O. Box 1080
Dubai
United Arab Emirates

Emirates NBD Bank PJSC

c/o Emirates NBD
Capital
Level 7-04, ICD
Brookfield Place
Dubai International
Financial Centre
P.O. Box 506710
Dubai
United Arab Emirates

J.P. Morgan Securities plc

25 Bank Street
Canary Wharf
London
E14 5JP
United Kingdom

Mashreqbank psc (acting through its Islamic Banking Division)

Mashreqbank
Global Headquarters
Al Umniyati Street
Burj Khalifa Community
P.O. Box 1250
Dubai
United Arab Emirates

Sharjah Islamic Bank PJSC

SIB Tower
Al Mamzar Area
P.O. Box 4
Sharjah
United Arab Emirates

Standard Chartered Bank

7th Floor Building One, Gate
Precinct
Dubai International Financial
Centre
PO Box 999
Dubai
United Arab Emirates

The National Bank of Ras Al-Khaimah (P.S.C.)

RAKBANK Building
Eighth Floor, Treasury Department
Dubai Silicon Oasis
Dubai Al -Ain Road
P.O. Box 1531
Dubai
United Arab Emirates

Warba Bank K.S.C.P.

26-28 Floor Sanabil Tower
Abdullah Al Ahmed.St. - Sharq
P.O. Box 1220
Al Safat 13013
Kuwait

DEALERS

Abu Dhabi Commercial Bank PJSC
P.O. Box 939
Abu Dhabi
United Arab Emirates

Abu Dhabi Islamic Bank PJSC
P.O Box 3113
Abu Dhabi
United Arab Emirates

Arqaam Capital Limited
27th Floor Index Tower
Dubai International Financial
Centre
P.O. Box 506687
Dubai
United Arab Emirates

Dubai Islamic Bank PJSC
P.O. Box 1080
Dubai
United Arab Emirates

Emirates NBD Bank PJSC
c/o Emirates NBD Capital
Level 7-04, ICD Brookfield
Place
Dubai International Financial
Centre
P.O Box 506710
Dubai
United Arab Emirates

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London
E14 5JP
United Kingdom

Mashreqbank psc (acting through its Islamic Banking Division)
Mashreqbank
Global Headquarters
Al Umniyati Street
Burj Khalifa Community
P.O. Box 1250
Dubai
United Arab Emirates

Sharjah Islamic Bank PJSC
SIB Tower
Al Mamzar Area
P.O. Box 4
Sharjah
United Arab Emirates

Standard Chartered Bank
7th Floor Building One, Gate
Precinct
Dubai International Financial
Centre
PO Box 999
Dubai
United Arab Emirates

The National Bank of Ras Al-Khaimah (P.S.C.)
RAKBANK Building
Eighth Floor, Treasury
Department
Dubai Silicon Oasis
Dubai Al –Ain Road
P.O. Box 1531
Dubai
United Arab Emirates

Warba Bank K.S.C.P.
26-28 Floor Sanabil Tower
Abdullah Al Ahmed.St. - Sharq
P.O. Box 1220
Al Safat 13013
Kuwait

AUDITOR TO PNCI

Grant Thornton Audit and Accounting Limited (Dubai Branch)

The Offices 5
Level 3, Office 303
One Central, DWTC
P.O. Box 1620
Dubai
United Arab Emirates

LEGAL ADVISERS TO PNCI AND THE TRUSTEE

To the Trustee as to DIFC law

Clifford Chance LLP
ICD Brookfield Place, Level 32
Dubai International Financial Centre
P.O. Box 9380
United Arab Emirates

To PNCI as to English and UAE law

Clifford Chance LLP
ICD Brookfield Place, Level 32
Dubai International Financial Centre
P.O. Box 9380
United Arab Emirates

LEGAL ADVISERS TO THE DEALERS

As to UAE and English law

Dentons & Co
Level 18, Boulevard Plaza 2
Burj Khalifa District
P.O. Box 1756
Dubai
United Arab Emirates

LEGAL ADVISERS TO THE DELEGATE

As to English law

Dentons UK and Middle East LLP
One Fleet Place
London
EC4M 7WS
United Kingdom